EXHIBIT GC063

Galveston County, Texas Envelope No. 69512304 By: Rolande Kain 10/24/2022 4:14 PM

CAUSE NO. 22-CV-0675

SALT & PEPPER RESTAURANTS, INC.	§	IN THE DISTRICT COURT
	§	
Plaintiff/Garnishor,	§	
	§	
vs.	§	
	§	
TIGHT ENDS SPORTS BAR & GRILL, LLC	§	
and TIMOTHY DUNGAN	§	
	§	
Defendants,	§	GALVESTON COUNTY, TEXAS
,	8	,
vs.	8	
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BANKSOUTH	8	
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Garnishee.	8 8	56th JUDICIAL DISTRICT
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PLAINTIFF'S TRADITIONAL MOTION FOR PARTIAL SUMMARY JUDGMENT

Plaintiff Salt & Pepper Restaurants Inc. ("Plaintiff") files this Traditional Motion for Partial Summary Judgment against Defendants Tight Ends Sports Bar & Grill, LLC ("Tight Ends"), and respectfully states as follows:

SUMMARY

This landlord-tenant dispute arises from breach of a commercial lease (the "Lease") for real property owned by Plaintiff at 2502 Gulf Freeway, League City, Texas 7753 (the "Premises"). Tight Ends, as Tenant, defaulted on the Lease and failed to pay rent, monthly taxes, and insurance. Tight Ends owes Plaintiff liquidated damages of \$458,878.29 for breach of the Lease. There is no genuine issue as to any material fact, meaning Plaintiff is entitled to this partial summary judgment on its breach of contract claim against Tight Ends.

EXHIBITS

Plaintiff submits the following summary judgment evidence, which is attached hereto and incorporated herein by referenced for all purposes:

<u>Exhibit A</u> - Declaration of Mohammed Amin Lakhani (Representative of Plaintiff);

Exhibit B - Tenant's Statement of Account and Calculation of Damages with CPI data from the U.S. Bureau of Labor Statistics; and

Exhibit C - the Lease.

FACTUAL BACKGROUND

On May 20, 2016, Plaintiff (as "Landlord") and Tight Ends (as "Tenant") executed the Lease for a fifteen (15) year term. *See* Ex. C at 2. The Lease covers the Premises located at 2502 Gulf Freeway, League City, Texas 7753. *See id*.

As set forth in the Lease, Tight Ends promised to pay \$32,000 per month for basic rent. See id. After four years, the rent increased according to the CPI index. See id. Additionally, the Lease required Tight Ends to pay monthly taxes, insurance, utilities, and operating costs. See id. at 5-7.

Starting in April 2020, Tight Ends failed to pay monthly rent, taxes, and insurance in violation of the Lease. *See* Exs. A-B. Tight Ends also failed to provide evidence of insurance and certified financials. *See* Ex. A. Tight Ends continued to default throughout 2020, 2021, and 2022. *See* Exs. A-B. On or about April 9, 2022, Tight Ends vacated the Premises and took with it several valuable pieces of business personal property – including POS and KDS systems. *See* Ex. A.

Through July 2022, and as a result of Tight Ends' breaches of the Lease, Plaintiff has suffered damages of \$458,878.29 for amounts owed under the Lease. *See* Exs. A-B. This includes rent and unpaid taxes, with an adjustment for rent beginning August of 2021 pursuant to the CPI.

See Exs. A-B. These liquidated damages are supported by the declaration of Amin Lakhani. See Ex. A. Plaintiff closed on its sale of the Premises to a third-party on or about July 18, 2022. See id. Thus, the liquidated damages for Tight Ends' failure to pay rent in July 2022 are pro-rated through July 18, 2022. See id.

ARGUMENT AND AUTHORITY

Traditional summary judgment is appropriate when "there is no genuine issue as to any material fact and the moving party is judgment as a matter of law on the issues" set forth in the motion. Tex. R. Civ. P. 166a(c). Plaintiff is entitled to summary judgment in this case because, as demonstrated below, there are no genuine issues of material fact, and the summary judgment evidence establishes each element of Plaintiff's breach of contract claim against Tight Ends.

A. Plaintiff is entitled to summary judgment on its breach of contract claim against Tight Ends because Tight Ends failed to pay all amounts owed under the Lease.

To prevail on a claim for breach of a contract, plaintiff must establish: (1) the existence of a valid contract; (2) that plaintiff performed or tendered performance under the contract; (3) that the defendant breached the contract; and (4) that the plaintiff suffered damages as a result of the breach. *Jimenez v. Lewis*, No. 14-17-00347-CV, 2019 WL 546426, at *5 (Tex. App.—Houston [14th Dist.] Feb. 12, 2019, no pet.). Plaintiff's summary judgment evidence establishes all four of these elements.

First, the summary judgment evidence demonstrates the Lease is a valid and enforceable agreement. *See* Exs. A, C. Second, there is no dispute that Plaintiff performed or tendered performance under the Lease, by tendering the Premises to Tight Ends and performing all obligations under the Lease. *See* Ex. A. Third, the summary judgment evidence demonstrates Tight Ends breached the Lease by failing to pay full monthly rent owed under the Lease from April 2020 through July 2022. *See* Exs. A-C. The Lease defines Tight End's failure to pay its monthly

rent as an "event of default." *See* Ex. C at 13-14. The Lease further defines Tight End's ceasing of operations and abandonment of the Premises as an "event of default." *See id.* Finally, the summary judgment evidence demonstrates Tight End's breach of the Lease caused Plaintiff to suffer damages in the amount of \$458,878.29.

B. Plaintiff is entitled to reasonable and necessary attorneys' fees and costs.

Additionally, Plaintiff is entitled to an award of its reasonable and necessary attorneys' fees from Tight Ends pursuant to Section 38.001 *et. seq.* of the Texas Civil Practice and Remedies Code and the Lease. *See* Ex. C. at 20. At this time, Plaintiff requests an order awarding attorneys' fees and costs, but Plaintiff will quantify the amount of same upon final judgment and disposition of this dispute.

PRAYER

For these reasons, Plaintiff respectfully requests that the Court grant its Traditional Motion for Final Summary Judgment, award final judgment to Plaintiff for its actual damages plus reasonable and necessary attorneys' fees and costs, and award it such other relief as may be appropriate.

Respectfully submitted,

GRAY REED

By: /s/Preston T. Kamin
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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was duly furnished to the following counsel of record electronically through the electronic filing manager (www.efiletexas.gov) on this 24th day of October, 2022 as follows:

John P. Henry
jhenry@jhenrylaw.com
407 West Liberty Street
Round Rock, Texas 78664
(512) 981-7301

Attorney for Defendants

/s/ Preston T. Kamin
Preston T. Kamin

Case 23-03245 Document 1-64 Filed in TXSB on 11/08/23 Page 6 of 149 EXHIBITA

CAUSE NO. 22-CV-0675

SALT & PEPPER RESTAURANTS, INC.	§	IN THE DISTRICT COURT
	§	
Plaintiff/Garnishor,	§	
	§	
VS.	§	
	§	
TIGHT ENDS SPORTS BAR & GRILL, LLC	§	
and TIMOTHY DUNGAN	§	
	§	
Defendants,	§	GALVESTON COUNTY, TEXAS
	§	
VS.	§	
	§	
BANKSOUTH	§	
	§	
Garnishee.	§	56th JUDICIAL DISTRICT

DECLARATION OF MOHAMMED AMIN LAKHANI

Pursuant to Section 132.001 of the Texas Civil Practice and Remedies Code, I, Mohammed Amin Lakhani, declare as follows:

- 1. My name is Mohammed Amin Lakhani. I am over 18 years old, and I am fully competent to make this declaration. Each statement of fact contained herein is within my personal knowledge and is true and correct.
- 2. I am the manager of the Plaintiff in the above-referenced case. This declaration is submitted in support of Plaintiff's Traditional Motion for Partial Summary Judgment against Defendant Tight Ends Sports Bar & Grill, LLC ("Tight Ends").
- 3. On May 20, 2016, Plaintiff, as Landlord, and Tight Ends, as Tenant, entered into a lease agreement (the "Lease Agreement"). A true and correct copy of the Lease Agreement is attached hereto and fully incorporated into Plaintiff's Motion as Exhibit C. The Lease covers the Premises located at 2502 Gulf Freeway, League City, Texas 7753. As set forth in the Lease, Tight Ends promised to pay \$32,000 per month for basic rent. After four years, the rent increased

according to the CPI index. Additionally, the Lease required Tight Ends to pay monthly taxes, insurance, utilities, and operating costs.

- 4. Starting in April 2020, Tight Ends failed to pay monthly rent, taxes, and insurance in violation of the Lease and despite Plaintiff's performance. Tight Ends also failed to provide evidence of insurance and certified financials. Tight Ends continued to default throughout 2020, 2021, and 2022. On or about April 9, 2022, Tight Ends vacated the Premises and took with it several valuable pieces of business personal property including POS and KDS systems.
- 5. Through July 2022, and as a result of Tight Ends' breaches of the Lease, Plaintiff has suffered damages of \$458,878.29 for amounts owed under the Lease. This includes rent and unpaid taxes, with an adjustment for rent beginning August of 2021 pursuant to the CPI. Plaintiff closed on its sale of the Premises on or about July 18, 2022. *See id.* Thus, the liquidated damages for Tight Ends' failure to pay rent in July 2022 are pro-rated through July 18, 2022.
- 6. A true and correct copy of Tight End's ledger and the applicable CPI calculation is attached hereto and fully incorporated into Plaintiff's Motion as Exhibit B. Exhibit B is a true and correct summary of underlying and voluminous original business records ("Records") maintained by Plaintiff. The underlying Records were made at or near the time of each act, event, condition, opinion, or diagnosis set forth. The underlying Records were made by or from information transmitted by persons with knowledge of the matters set forth. The underlying Records were kept in the course of regularly conducted business activity. It is the regular practice of Plaintiff to make the Records, and prepare summaries of voluminous materials such as Exhibit B.
- 7. My name is Mohammed Amin Lakhani, my date of birth is July 9, 1960, and my address is 17322 Kilmahew Place, Richmond, Texas 77407. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the <u>21st</u> day of October, 2022.

MOHAMMED AMIN LAKHANI

Tight Ends Statement of Account for the year 2020 Through 2022

Month	Rent Due	Rent Paid	В	alance Due	Tr	iple Net Tax	Tr	iple Net Paid	В	alance Due	El	FT Rtnd/Wire Fee	To	tal Balance Due
Apr-20	\$ 32,000.00	\$ -	\$	32,000.00	\$	4,857.41	\$	-	\$	4,857.41	\$	30.00	\$	36,887.41
May-20	\$ 32,000.00	\$ -	\$	32,000.00	\$	4,857.41	\$	-	\$	4,857.41	\$	30.00	\$	36,887.41
Jun-20	\$ 32,000.00	\$ -	\$	32,000.00	\$	4,857.41	\$	4,857.41	\$	-	\$	30.00	\$	32,030.00
Jul-20	\$ 32,000.00	\$ 16,930.01	\$	15,069.99	\$	4,857.41	\$	4,857.41	\$	-			\$	15,069.99
Aug-20	\$ 32,000.00	\$ 18,152.59	\$	13,847.41	\$	4,857.41	\$	4,857.41	\$	-			\$	13,847.41
Sep-20	\$ 32,000.00	\$ 16,265.00	\$	15,735.00	\$	4,857.41	\$	4,857.14	\$	0.27			\$	15,735.27
Oct-20	\$ 32,000.00	\$ 14,052.59	\$	17,947.41	\$	4,857.41	\$	4,857.14	\$	0.27			\$	17,947.68
Nov-20	\$ 32,000.00	\$ 14,052.59	\$	17,947.41	\$	4,857.41	\$	4,857.14	\$	0.27			\$	17,947.68
Dec-20	\$ 32,000.00	\$ 14,052.59	\$	17,947.41	\$	4,857.41	\$	4,857.14	\$	0.27			\$	17,947.68
Jan-21	\$ 32,000.00	\$ 14,052.59	\$	17,947.41	\$	4,857.41	\$	4,857.14	\$	0.27			\$	17,947.68
Feb-21	\$ 32,000.00	\$ 18,000.00	\$	14,000.00	\$	4,857.41	\$	4,857.41	\$	-			\$	14,000.00
Mar-21	\$ 32,000.00	\$ 18,000.00	\$	14,000.00	\$	4,857.41	\$	4,857.41	\$	-			\$	14,000.00
Apr-21	\$ 32,000.00	\$ 18,000.00	\$,	\$	4,857.41	\$	4,857.41	\$	-			\$	14,000.00
May-21	\$ 32,000.00	\$ 18,000.00	\$	14,000.00	\$	4,857.41	\$	4,857.41	\$	-	\$	10.00	\$	14,010.00
Jun-21	\$ 32,000.00	\$ 18,000.00	\$	14,000.00	\$	4,857.41	\$	4,857.41	\$	-	\$	10.00	\$	14,010.00
Jul-21	\$ 32,000.00	\$ 18,000.00	\$	14,000.00	\$	4,857.41	\$	4,857.41	\$	-	\$	11.00	\$	14,011.00
Aug-21	\$ 32,934.40	\$ 18,000.00	\$	14,934.40	\$	4,857.41	\$	4,857.41	\$	-	\$	10.00	\$	14,944.40
Sep-21	\$ 32,934.40	\$ 21,142.59	\$	11,791.81	\$	4,857.41	\$	4,857.41	\$	-	\$	10.00	\$	11,801.81
Oct-21	\$ 32,934.40	\$ 21,142.59	\$	11,791.81	\$	4,857.41	\$	4,857.41	\$	-	\$	10.00	\$	11,801.81
Nov-21	\$ 32,934.40	\$ 21,142.59	\$	11,791.81	\$	4,857.41	\$	4,857.41	\$	-	\$	10.00	\$	11,801.81
Dec-21	\$ 32,934.40	\$ 32,000.00	\$	934.40	\$	4,857.41	\$	4,857.41	\$	-	\$	10.00	\$	944.40
Jan-22	\$ 32,934.40	\$ 32,000.00	\$	934.40	\$	4,857.41	\$	4,857.41	\$	_	\$	10.00	\$	944.40
Feb-22	\$ 32,934.40	\$ 32,000.00	\$	934.40	\$	4,857.41	\$	4,857.41	\$	-	\$	10.00	\$	944.40
Mar-22	\$ 32,934.40	\$ 32,000.00	\$	934.40	\$	4,857.41	\$	4,857.41	\$	-	\$	10.00	\$	944.40
Apr-22	\$ 32,934.40	\$ 32,000.00	\$	934.40	\$	4,857.41	\$	4,857.41	\$	-	\$	10.00	\$	944.40
May-22	\$ 32,934.40	\$ -	\$	32,934.40	\$	4,857.41	\$	-	\$	4,857.41	\$	-	\$	37,791.81
Jun-22	\$ 32,934.40	\$ -	\$	32,934.40	\$	4,857.41	\$	-	\$	4,857.41	\$	-	\$	37,791.81
Jul-22	\$ 19,123.20	\$ -	\$	19,123.20	\$	2,820.43	\$		\$	2,820.43	\$	-	\$	21,943.63
Total	\$ 893,401.60	\$ 456,985.73	\$	436,415.87	\$	133,970.50	\$	111,719.08	\$	22,251.42	\$	211.00	\$	458,878.29

Note: Your rent has already increased effective Sept 2021 but not reflecting in Statement pursuant to the lease requirement.

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All Urban Consumers (CPI-U) Houston-The Woodlands-Sugar Land, TX All Items 1982-84=100

															Change:
YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SPT	OCT	NOV	DEC	AVG		Avg-Avg
1994		137.0		136.8		137.4		139.2		139.3		137.8	137.9	1.0%	3.4%
1995		139.3		138.0		139.9		140.1		141.6		140.9	139.8	2.2%	1.4%
1996		141.5		143.1		142.8		142.8		143.2		143.6	142.7	1.9%	2.1%
1997		144.5		145.2		144.8		145.4		147.3		145.6	145.4	1.4%	1.9%
1998		146.1		146.3		146.4		147.4		148.5		146.1	146.8	0.3%	1.0%
1999		146.6		148.3		148.3		148.9		151.2		150.3	148.7	2.9%	1.3%
2000		152.1		152.8		154.1		154.4		157.1		156.2	154.2	3.9%	3.7%
2001		158.6		159.5		159.6		158.6		159.4		157.1	158.8	0.6%	3.0%
2002		156.6		158.8		158.3		160.1		162.6		159.8	159.2	1.7%	0.3%
2003		164.0		162.5		162.5		164.1		166.1		164.1	163.7	2.7%	2.8%
2004		168.5		169.7		169.3		169.1		171.8		170.0	169.5	3.6%	3.5%
2005		174.6		175.0		174.2		175.5		179.2		177.2	175.6	4.2%	3.6%
2006		178.6		181.2		182.4		182.5		180.4		179.2	180.6	1.1%	2.8%
2007		181.217		184.140		184.529		183.740		184.922		186.246	183.838	3.9%	1.8%
2008		187.585		188.795		193.567		192.723		191.140		185.930	189.967	-0.2%	3.3%
2009		187.972		189.701		192.325		191.687		191.608		190.932	190.495	2.7%	0.3%
2010		192.412		194.037		194.734		195.165		195.094		194.479	194.172	1.9%	1.9%
2011		197.224		201.624		201.309		202.445		201.398		200.477	200.495	3.1%	3.3%
2012		204.291		206.088		204.829		203.959		204.139		202.477	204.213	1.0%	1.9%
2013		205.716		207.506		207.882		208.575		207.788		209.814	207.574	3.6%	1.6%
2014		211.745		213.309		214.668		214.102		214.791		212.169	213.365	1.1%	2.8%
2015		210.283		212.439		213.896		214.652		214.569		212.936	213.039	0.4%	-0.2%
2016		214.505		215.513		217.305		216.582*		218.200		217.758	216.414	2.3%	1.6%
2017		219.061		219.852		220.805		221.255		223.213		221.568	220.657	1.7%	2.0%
2018		224.711		225.116		227.393		226.307		228.070		226.557	225.927	2.3%	2.4%
2019		226.804		229.261		229.316		229.423		230.041		228.765	228.799	1.0%	1.3%
2020		230.147		226.387		228.898		228.978		229.885		230.388	229.161	0.7%	0.2%
2021		232.442		236.604		239.374		241.088		243.813		245.509	238.975	6.6%	4.3%
2022		250.563											NA	NA	NA

 $SOURCE: U.S.\ Bureau\ of\ Labor\ Statistics,\ CPI\ Program$

LAST UPDATED: March 10, 2022

NOTE: Indexes for Apr. - Aug. 2000 were revised on 9-28-2000.

*Data were revised on 10-18-2016.

Note: Average CPI Increased in last 5 years is: 2.92%

Please add back rent increased from 01/01/2022 per CPI \$3,737.60 Rent \$32,000.00 x 2.92% = \$32,934.40 effective

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Urban Wage Earners and Clerical Workers (CPI-W) Houston-The Woodlands-Sugar Land, TX All Items 1982-84=100

														Percent	
YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SPT	OCT	NOV	DEC	AVG		Avg-Avg
1994		136.3		136.2		137.0		138.8		139.0		137.8	137.4	1.3%	3.3%
1995		138.9		137.6		139.5		139.8		140.9		140.5	139.4	2.0%	1.5%
1007		140.0		142.2		142.2		142.2		1.40.5		142.0	142.0	1.00/	1.00/
1996 1997		140.8		142.3 144.1		142.2		142.2 144.9		142.5		143.0	142.0	1.8%	1.9% 1.8%
1997		143.6 144.7		144.1		144.1 145.1		144.9		146.3 146.9		144.5 144.8	144.5 145.4	1.0% 0.2%	0.6%
1998								146.1							
2000		145.0		146.6		147.1				149.9		149.2	147.4	3.0%	1.4%
2000		150.5		151.4		153.1		153.1		155.4		154.9	152.8	3.8%	3.7%
2001		156.7		157.8		158.4		157.0		157.8		155.2	157.1	0.2%	2.8%
2002		154.3		156.8		156.7		158.0		160.3		158.0	157.2	1.8%	0.1%
2003		161.7		160.9		160.7		162.5		164.0		162.2	161.8	2.7%	2.9%
2004		165.7		166.8		167.6		167.4		169.5		167.7	167.2	3.4%	3.3%
2005		171.8		172.8		172.7		174.4		178.4		175.1	173.9	4.4%	4.0%
2006		176.7		180.0		181.4		182.0		178.9		177.5	179.3	1.4%	3.1%
2007		179.288		182.774		183.380		182.425		183.426		184.975	182.397	4.2%	1.7%
2008		185.904		188.463		193.742		193.206		190.600		183.088	189.240	-1.0%	3.8%
2009		185.015		186.970		189.979		189.503		189.304		188.842	188.028	3.1%	-0.6%
2010		190.351		192.447		192.696		193.276		193.110		192.863	192.289	2.1%	2.3%
2011		195.677		200.997		200.444		201.772		200.464		199.480	199.528	3.4%	3.8%
2012		203.603		205.790		204.041		202.688		202.775		200.895	203.238	0.7%	1.9%
2013		204.336		205.918		206.269		206.706		205.656		207.269	205.759	3.2%	1.2%
2014		209.017		211.000		212.191		211.297		211.512		208.584	210.545	0.6%	2.3%
2015		206.448		208.610		210.261		210.819		210.250		208.519	209.057	0.0%	-0.7%
2016		209.049		210.981		212.758		212.129*		213.534		213.205	211.740	2.2%	1.3%
2017		214.667		215.313		212.738		216.384		213.334		217.578	216.115	2.1%	2.1%
2017		220.882		221.383		223.561		222.481		224.175		221.965	221.983	2.1 76	2.7%
2019		221.664		225.023		224.306		224.664		224.173		223.329	223.809	0.6%	0.8%
2017		221.004		223.023		227.300		227.007		227.330		223.327	223.003	0.0 /0	0.0 /0
2020		224.841		220.461		223.512		223.672		224.743		224.747	223.770	0.6%	0.0%
2021		227.056		231.886		235.084		237.097		239.911		241.517	234.543	7.5%	4.8%
2022		246.511										12 - 7	NA	NA	NA

SOURCE: U.S. Bureau of Labor Statistics, CPI Program LAST UPDATED: March 10, 2022

NOTE: Indexes for Apr. - Aug. 2000 were revised on 9-28-2000.

*Data were revised on 10-18-2016.

EXHIBIT C

LEASE AGREEMENT

SALT & PEPPER RESTAURANTS, INC, LANDLORD

TIGHT ENDS SPORTS BAR & GRILL, LLC, TENANT

2502 GULF FREEWAY LEAGUE CITY, GALVESTON COUNTY, TEXAS 77573

Date: May 20, 2016

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into this 20th day of May, 2016 (the "Execution Date") by and between Salt & Pepper Restaurants, Inc. (hereinafter referred to as "Landlord"), and Tight Ends Sports Bar & Grill, LLC., (hereinafter referred to as "Tenant").

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Landlord does hereby demise, and lease to Tenant, and Tenant does hereby lease from Landlord, and shall have peaceable possession of the Leased Premises (hereinafter defined) for the Lease Term (hereinafter defined) on the terms and conditions stated herein.

- 1. <u>Defined Terms</u>. The following defined terms shall have the specified meaning when used in this Lease:
 - (a) Leased Premises: All of the property and improvements and all restaurant equipment located at 2502 Gulf Freeway, League City, Galveston County, Texas, 77573, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").
 - (b) Lease Term: The Lease Term begins on the Commencement Date and will continue for fifteen (15) years (180 months) following the Rent Commencement Date, unless extended as provided herein.
 - (c) Commencement Date: The date that Landlord delivers possession of the Leased Premises to Tenant, presently estimated to be July 1, 2016.
 - (d) Basic Rent: \$32,000.00 per month beginning on the earlier of (i) the date Tenant first opens for business at the Leased Premises, or (ii) September 1, 2016 (the "Rent Commencement Date"), subject to the following escalations: Beginning on the fifth anniversary of the Rent Commencement Date and continuing on each anniversary thereafter through the Lease Term, including any extensions or renewals of the Lease Term (each, an "Adjustment Date"), Basic Rent shall increase by an amount equal to the percentage increase in the monthly CPI (defined below) measured from the immediately preceding Adjustment Date (or in the case of the first Adjustment Date, the fourth anniversary of the Rent Commencement Date) to the current Adjustment Date (each, an "Adjustment Year"). CPI increases shall not exceed a total of ten percent (10%) per each consecutive five (5) Adjustment Year period of the Lease Term. As used herein, "CPI" shall mean the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics for All Urban Consumers (CPI-U), Houston-Galveston-Brazoria, Texas, All Items, Base Period: 1982-84=100 (see, http://www.bls.gov/news.release/cpi.t03.htm). The most recent monthly CPI published as of the Adjustment Date shall be used to make the calculations required by this paragraph. No decrease in CPI over an Adjustment Year shall reduce Basic Rent.

(f) Notices and Addresses: Landlord: Salt & Pepper Restaurants, Inc.

1215 Celeste Court Sugar Land, Texas 77479

Tenant: Tight Ends Sports Bar & Grill, LLC

1603 Wildfire Lane Frisco, Texas 75033

- (g) **Permitted Use:** A sports bar and grill restaurant operating under the name "Tight Ends," or such other name as may be approved by Landlord, which approval shall not be unreasonably withheld.
- (h) Monthly Tax and Insurance Payment: \$4,857.41 on a monthly basis beginning on the Commencement Date, subject to adjustment as set forth in Section 3.03.
- (i) **Default Rate**: Eighteen percent (18%) per annum.
- (j) Guarantor: Day Star Restaurant Holdings, LLC
- (k) Security Deposit: \$32,000.00, paid as of the Execution Date.
- (1) Outside Opening Date: November 1, 2016.
- (m) Lease Consideration: Tenant shall pay to Landlord the sum of One Hundred Thousand Dollars (\$100,000.00) within three (3) business days after the Execution Date, and an additional Seventy-Five Thousand Dollars (\$75,000.00) sixty (60) days following the Rent Commencement Date (collectively, the "Lease Consideration"). The Lease Consideration represents additional consideration for Landlord's agreement to execute this Lease and wind down Landlord's existing business at the Premises, and does not represent any prepayment of Rent, and no credit or offset for any portion of the Lease Consideration shall be given to Tenant for any amount owed by Tenant under this Lease. The Lease Consideration is fully earned and non-refundable when paid. In the event the Lease Consideration is not paid within three (3) business days as set forth above, Landlord may terminate this Lease upon written notice to Tenant.
- (n) Rent: All Basic Rent and Monthly Tax and Insurance Payments due under this Lease, as well as all other sums due under this Lease other than the Lease Consideration.

ARTICLE 2. TERM

- 2.01. <u>Holdover</u>. Tenant shall vacate the Leased Premises upon expiration of the Lease Term. If Tenant holds over and continues in possession of the Leased Premises after expiration of the Lease Term, Tenant will be deemed to be occupying the Leased Premises as a tenant at will, subject to all of the terms and conditions of this Lease, provided that Tenant shall pay the greater of (i) the then monthly Rent (without proration) then in effect for any holdover period less than a month, or (ii) a daily base rental equal to 1/15th of the Rent then in effect for so long as Tenant holds over and continues in possession of the Leased Premises.
- 2.02. Option to Extend. Tenant is hereby granted the Option to Extend the Lease Term under the same terms, covenants, and conditions, as contained in this Lease. The option shall be exercised by written notice setting forth Tenant's election to exercise the option delivered to Landlord in person or by United States mail not later than nine (9) months prior to the expiration of the Lease Term or applicable extended period. Tenant's right to exercise the Option to Extend shall be conditioned upon Tenant not being in default both at the time the Option to Extend is exercised and at the expiration of the Lease Term or applicable extended period. As used herein, "Option to Extend" shall mean three (3) options to extend the Lease Term for additional consecutive periods of five (5) years each. Failure to exercise any Option to Extend will result in the termination of each subsequent Option to Extend.
- 2.03. Commencement Date Delays. In the event Landlord is unable to deliver possession of the Leased Premises to Tenant by July 1, 2016, Landlord shall have no liability for such delay, provided that in the event the delay exceeds thirty (30) days, Tenant shall have the right to terminate this Lease after giving written notice to Landlord ("Termination Intent Notice") that Tenant intends to terminate the Lease unless the Leased Premises are delivered to Tenant within thirty (30) days from the date of the Termination Intent Notice. If Landlord fails to timely deliver the Leased Premises as provided in the Termination Intent Notice, then Tenant may, within ten (10) days thereafter, terminate this Lease by written notice to Landlord, whereupon neither party shall have any further liability to the other party and Landlord shall return to Tenant all sums previously paid by Tenant to Landlord hereunder.

ARTICLE 3. RENT

- 3.01. <u>Basic Rent</u>. Tenant will pay to Landlord the Basic Rent by ACH transfer from the Rent Commencement Date and continuing throughout the Lease Term on the first day of each month, without demand, offset or deduction. Basic Rent for any fractional month at the beginning and at the end of the Lease Term shall be prorated on a per diem basis.
- 3.02. <u>Late Charges</u>. Tenant's failure to pay sums due hereunder in full when due may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by any ground lease, deed of trust or mortgage encumbering the Property. Therefore, if any sum due hereunder is not received in full within 10 days after the date due, Tenant shall pay to Landlord a late charge equal to 10% of the full amount of all sums not paid in full which are then 10 days past due and owing to Landlord. Late charges payable by Tenant shall be considered additional rent.
- 3.03. Monthly Tax and Insurance Payment. Beginning on the Commencement Date and continuing throughout the Lease Term on the first day of each month, Tenant shall pay to Landlord, as additional rent along with Basic Rent, by ACH transfer the Monthly Tax and Insurance Payment set forth in Section 1(g) above. Not later than one hundred twenty (120) days following the close of each calendar year, Landlord shall provide Tenant an accounting showing in reasonable detail all computations of

additional rent due pursuant to Sections 4.04(c) and 6.02. If the total Monthly Tax and Insurance Payments for the calendar year exceed the amount exceed Landlord's tax and insurance cost under Section 4.04(c) and 6.02, Landlord shall apply the excess to the next payment of Basic Rent or additional rent due under this Lease or refund the excess to Tenant. If the total Monthly Tax and Insurance Payments for the calendar year are less than the amount of Landlord's tax and insurance cost under Section 4.04(c) and 6.02, Tenant shall pay the shortfall to Landlord as additional rent within fifteen (15) days after receipt of Landlord's reconciliation and the amount of Monthly Tax and Insurance Payments going forward shall be adjusted accordingly.

ARTICLE 4. USE OF PREMISES

- 4.01. <u>Permitted Use</u>. Tenant will use the Leased Premises only for the Permitted Use, unless Landlord shall give Tenant prior written consent for a different use. Tenant will not use the Leased Premises in violation of any applicable restrictive covenants. Any trade name or trademark used at the Leased Premises shall be approved by Landlord, such approval not to be unreasonably withheld.
- 4.02. <u>Insurance Hazards</u>. Tenant shall not use, or permit the use of, the Leased Premises in any manner that will cause a cancellation of, or an increase in, the existing rates for fire, liability, or other insurance policies insuring the Leased Premises or any improvements on the Leased Premises, or insuring the Landlord for any liability in connection with ownership of the Leased Premises.
- 4.03. <u>Waste, Nuisance, or Illegal Uses</u>. Tenant shall not use, or permit the use of, the Leased Premises in any manner that results in waste of the Leased Premises or constitutes a nuisance. Tenant at its own expense will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws and ordinances, and with all applicable rules and regulations of governmental agencies concerning the use of the Leased Premises.

4.04. Insurance.

- (a) Tenant will maintain insurance on the Leased Premises of the following character:
- (i) Insurance against loss by fire, flood, lightning and other risks written on the broadest available "all-risk" ("special form") policy form or an equivalent form acceptable to Landlord, in amounts sufficient to prevent Landlord or Tenant from becoming a coinsurer of any loss but in any event in amounts not less than 100% of the actual replacement cost (new without deduction for depreciation) of Tenant's personal property, the Personal Property (as defined in Section 4.10), and any improvements made by Tenant to the Leased Premises. Landlord must be named as an "insured as its interest may appear" under this policy.
- (ii) Commercial general liability insurance ("Liability Insurance") written on an "occurrence" policy form, against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, in amounts no less than (1) \$2,000,000.00 combined single limit each occurrence for bodily injury and property damage and contractual liability, (2) \$2,000,000.00 general aggregate limit, (3) \$2,000,000 product-completed aggregate limit, and (4) \$1,000,000 personal and advertising injury limit. In addition, the insurance required by this Section will waive subrogation, will cover contractual liability (including, without limitation the indemnities in this Lease), and will delete the contractual liability exclusion with respect to personal injury.

- (iii) Worker's compensation in the minimum required statutory amounts and employer's liability insurance in respect of any work by employees of Tenant on or about the Leased Premises.
- (iv) Business interruption insurance in an amount sufficient to cover at least 12 months of Rent due under this Lease.
- (v) Liquor liability insurance providing, on an occurrence basis, a per occurrence limit of not less than \$1,000,000.

The foregoing amounts of coverage are minimum amounts required by Landlord. Tenant acknowledges that Landlord does not assess or recommend the proper amount of insurance required by Tenant, and Tenant shall obtain such additional coverage as may be necessary to manage the risks associated with the operations of its business at the Leased Premises.

- satisfactory to Landlord, evidencing the existence of all insurance which is required to be maintained by Tenant hereunder, such delivery to be made (i) upon the execution and delivery hereof and (ii) at least 10 days prior to the expiration of any such insurance. Any insurance required hereunder may be provided under blanket policies provided that the Leased Premises is specified therein, provided that such blanket policies include a per location endorsement covering the Leased Premises. The insurance required of Tenant must be issued by an insurance company with a rating of no less than A-VIII in the current Best's Insurance Guide, or A- in the current Standard & Poor Insurance Solvency Review, or that is otherwise acceptable to Landlord; be primary insurance for all claims under it and provide that any insurance carried by Landlord and any lender of Landlord is strictly excess, secondary and noncontributing with any insurance carried by Tenant; and provide that insurance may not be canceled, nonrenewed or the subject of material change in coverage or available limits of coverage, except upon thirty (30) days' prior written notice to Landlord and Landlord's lender. All deductibles and self-insured retentions are subject to prior approval by Landlord. Tenant will cause Landlord and any lender of Landlord to be named as "additional insureds" on all policies by endorsement satisfactory in form and substance to Landlord.
- (c) Landlord shall upon the commencement of and throughout the Lease Term, carry Causes of Loss Special Form (formerly "all risk") property, flood, hail and windstorm insurance, with a reputable insurance company authorized or qualified to do business in the state of Texas on the improvements situated on the Leased Premises in the aggregate amount of the full, new replacement cost of the improvements. Tenant shall pay Landlord, as additional rent, an amount equal to the cost of the insurance maintained by Landlord pursuant to this Section 4.04(c) in the manner described in Section 3.03 above.
- 4.05. Waiver of Subrogation. Landlord and Tenant agree that, in the event of loss to the other party due to any of the perils for which the party incurring the loss has agreed to provide or has provided property insurance, such party will look solely to such party's property insurance for recovery. Landlord and Tenant each hereby waive any rights one may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, or their respective property, the Leased Premises, or its contents arising from any risk which is insured against by either party or is required to under this Lease to be insured against by the injured party under a standard policy of full replacement cost insurance for fire, extended coverage and all risk coverage, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of the uninjured party (this waiver shall not apply, however, to any damage caused by intentionally wrongful actions or omissions). In addition, Landlord and Tenant, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that any such insurance company may have against

Landlord or Tenant, as the case may be. Landlord and Tenant will deliver notice of this Section 4.05 to its property insurance carriers.

- 4.06. Signs. Tenant shall not place, install or attach any signage, decorations, advertising media, blinds, draperies, window treatments, bars, or security installations on any exterior windows of the Leased Premises without Landlord's prior written approval, such approval not to be unreasonably withheld. Tenant shall repair, paint, and/or replace any portion of the Leased Premises damaged or altered as a result of its signage when it is removed. Landlord shall not be required to notify Tenant of whether it consents to any sign until it (1) has received detailed, to-scale drawings thereof specifying design, material composition, color scheme, and method of installation, and (2) has had a reasonable opportunity to review them.
- 4.07. <u>Locks</u>. Landlord shall at all times retain a key with which to unlock all of the doors in, upon, and about the Leased Premises. Tenant shall coordinate with Landlord any change in Landlord's lock system, and shall not in any manner prohibit Landlord from entering the Leased Premises.
 - **4.08.** No-Smoking. No smoking is permitted in the building on the Leased Premises.
- 4.09. <u>Utilities</u>. During the Lease Term, Tenant shall pay for all water, fuel, gas, oil, heat, electricity, power, materials, and services which may be furnished to it or used by it in or about the Leased Premises, including all meters, connection and related charges and fees.
- Personal Property. The lease of the Leased Premises to Tenant shall include the use of the personal property located on or within the Leased Premises listed in Exhibit "B" attached hereto and incorporated herein by reference (the "Personal Property"), including, but not limited to, all restaurant equipment, kitchen equipment, bar equipment, coolers, patio furniture, tables and chairs, utensils, plates, all televisions, Aloha System, and Sound System. The Personal Property shall be delivered by Landlord in good working condition. Throughout the Lease Term, Tenant shall make such repairs, perform such maintenance and make such replacements as is required to keep the Personal Property in at least the condition in which it was delivered by Landlord on the Commencement Date, ordinary wear and tear excepted. Landlord shall retain the Quaker Steak & Lube Décor Package and Sign Package. Landlord, at Landlord's sole expense, shall remove all of the Décor and Signage no later than Commencement Date of Lease. TENANT ACKNOWLEDGES AND AGREES THAT TENANT HAS INSPECTED AND EXAMINED THE PERSONAL PROPERTY TO THE EXTENT DEEMED NECESSARY BY TENANT IN ORDER TO ENABLE TENANT TO EVALUATE THE CONDITION OF THE PERSONAL PROPERTY, AND TENANT ACKNOWLEDGES THAT TENANT IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PERSONAL PROPERTY PRIOR TO ENTERING INTO THIS LEASE. EXCEPT AS PROVIDED ABOVE, TENANT HEREBY ACCEPTS THE PERSONAL PROPERTY ON THE COMMENCEMENT DATE IN ITS "AS-IS, WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS, MERCHANTIBLITY, OR SUITABLITY), OR ARISING TENANT HEREBY EXPRESSLY ASSUMES ALL RISKS, BY OPERATION OF LAW. LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT LANDLORD SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PERSONAL PROPERTY.

Tenant shall not pledge or otherwise finance or lease any of the Personal Property or any replacements. Any replacements of the Personal Property shall become Personal Property and shall be

returned to Landlord upon the expiration or termination of this Lease. Tenant may not relocate any of the Personal Property from the Leased Premises without replacing such Personal Property with an item with comparable or better condition and features.

4.11 Required Opening; Continuous Operation. Tenant shall open for business to the public no later than the Outside Opening Date, and shall, for the full Term, remain open and operating to the public as the Permitted Use, except for periods of remodeling not to exceed 30 days or rebuilding due to casualty or condemnation.

ARTICLE 5. MAINTENANCE AND SURRENDER

5.01. Maintenance and Surrender by Tenant. Except as provided in Section 5.02, Tenant, at its expense, shall maintain the Leased Premises throughout the Lease Term in good condition, appearance and state of repair, including, but not limited to, making all repairs and replacement necessary to keep the Leased Premises in that condition. Tenant, at its expense, will keep the Leased Premises free from waste or nuisance. Tenant's maintenance obligation will include the performance of all maintenance obligations required of Landlord pursuant to any agreements with adjoining property owners providing joint access, parking or signage. At the termination or expiration of this Lease, Tenant shall deliver the Leased Premises in as good a state of repair and condition as they were when Tenant first took occupancy and in the condition maintained by Tenant throughout the Lease Term, reasonable wear and tear and damage by fire, tornado, or other casualty excepted. Should Tenant neglect to reasonably maintain the Leased Premises, Landlord shall have the right, but not the obligation, to cause repairs or corrections to be made, and Tenant shall pay Landlord the reasonable costs incurred for such repairs, plus an administrative fee of twenty percent (20%) of such cost or \$50.00 per repair (whichever is greater), as additional rent on the next rental installment date.

Without limiting the generality of the foregoing, except as provided in Section 5.02, Tenant shall maintain and repair the plumbing systems, electrical systems, venting systems, store fronts, doors, window, door frames, locks, hardware, roof, sidewalks, service-ways and loading areas adjacent to the Leased Premises, and keep same neat, clean, safe and free from dirt, rubbish, insects and pests at all times. Tenant shall arrange for the regular pickup of such trash and garbage at Tenant's expense. Tenant shall not operate an incinerator or burn trash or garbage on the Leased Premises. All grease and other recyclable kitchen waste shall be stored and disposed of in a manner consistent with all Applicable Laws and best restaurant practices. Furthermore, Tenant shall replace all cracked or broken glass, and shall keep all plumbing units, pipes and connections free from obstruction and leaks, and protected against ice and freezing. Tenant shall be responsible for the cleaning and maintenance of any grease trap serving the Leased Premises and shall enter into, and furnish Landlord a copy of upon request, a grease trap cleaning contract reasonably acceptable to Landlord.

Without limiting the generality of the foregoing, Tenant shall maintain the HVAC system at the Leased Premises, and enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor for servicing all hot water, heating and air conditioning systems and equipment within the Leased Premises. The maintenance contractor and the contract must be approved by Landlord. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective (and a copy thereof delivered to Landlord) within thirty (30) days of the date Tenant takes possession of the Leased Premises. Tenant shall from time to time upon request furnish proof reasonably satisfactory to Landlord that all such systems and equipment are being serviced in accordance with the maintenance/service contract. Within the thirty (30) day period preceding move out by Tenant, Tenant shall have the systems and equipment checked and serviced to ensure proper functioning and shall furnish Landlord satisfactory proof thereof upon request.

6.01. <u>Maintenance Obligation on Landlord</u>. Landlord shall maintain the foundation and structural walls of the Leased Premises. Otherwise, Landlord shall have no express or implied obligation to maintain or repair the Leased Premises, or to provide any services to the Leased Premises.

ARTICLE 6. TAXES

- 6.01. Tenant's Property. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in or on the Leased Premises, including the Personal Property described in Section 4.10. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property, and if Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture, or fixtures placed by Tenant in the Leased Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable under this Section. Tenant will provide Landlord with a copy of the tax receipt on the Personal Property prior to delinquency.
- 6.02 <u>Leased Premises</u>. Tenant shall be responsible for all ad valorem and other real property related taxes, assessments, charges, and fees of any kind levied or assessed against the Leased Premises ("Taxes"). Tenant shall pay Landlord the Monthly Tax and Insurance Payment, as additional rent, in order to reimburse Landlord to all Taxes paid or accruing during the Lease Term, including Landlord's cost of any protest of Taxes, in the manner described in Section 3.03. Either Landlord or Tenant may protest assessments from time to time.

ARTICLE 7. ALTERATIONS, ADDITIONS, IMPROVEMENTS, AND FIXTURES

- 7.01. <u>Consent of Landlord</u>. Tenant shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Landlord. All improvements made by Tenant must comply with the requirements of the Americans with Disabilities Act (the "ADA"). Tenant shall bear the expense of ADA compliance regarding any improvements made by Tenant.
- 7.02. <u>Property of Landlord</u>. All permanent, non-moveable alterations, additions, or improvements made by Tenant shall become the property of Landlord at the termination or expiration of this Lease. If Landlord so elects, all alterations, additions or improvements made by Tenant without obtaining Landlord's prior written consent shall be removed by Tenant promptly upon termination or expiration of this Lease, and Tenant shall repair any damage caused by such removal.
- 7.03. <u>Trade Fixtures</u>. Tenant shall have the right at all times to erect or install furniture and fixtures, provided that Tenant complies with all applicable governmental laws, ordinances, and regulations. Tenant shall have the right to remove such items at the termination or expiration of this Lease, provided Tenant is not in default at that time and the fixtures can be removed without structural damage to the Leased Premises. Prior to the termination or expiration of this Lease, Tenant must repair any damage caused by removal of any fixtures, reasonable wear and tear excepted. Any furniture or fixtures that have not been removed by Tenant at the termination or expiration of this Lease and Tenant's vacating of the Leased Premises shall, at Landlord's option be deemed abandoned by Tenant and become the property of Landlord.
- 7.04. Roof Modifications. Any work at the Leased Premises performed by Tenant causing venting, opening, sealing, waterproofing, or in any way altering of the roof of the building on the Leased Premises ("Roof Modifications") shall be performed at Tenant's expense either, at Landlord's election, by (a) Landlord, or (b) Tenant, who shall contract directly with the roofing contractor designated by Landlord (a "Roof Contractor"). In the event any such Roof Modifications are made during the Term

pursuant to (b) above, Tenant shall provide Landlord with a certificate from the Roof Contractor certifying and warranting (with language acceptable to Landlord) that the Roof Modifications (i) were made by the Roof Contractor substantially in accordance with the original plans and specifications for the Leased Premises, and (ii) have not in any way diminished or impaired any roof warranty running in favor of Landlord. Tenant hereby indemnifies, defends and holds harmless Landlord from any personal injury or damage to the Leased Premises or personal property resulting, directly or indirectly, from any Roof Modification made pursuant to (b) above unless such a certificate from the Roof Contractor has been delivered to and accepted by Landlord before the date of any such loss. This Section shall also apply to any personal property or equipment located on the roof of the Building which Tenant may remove upon the expiration or earlier termination of the Lease. Tenant shall repair any damages relating to the removal of same (including repairing any roof damage or penetrations that compromise or could jeopardize the water tightness or structural integrity of the building on the Leased Premises), and Tenant hereby indemnifies, defends and holds harmless Landlord from any personal injury or damage to the Leased Premises or personal property resulting, directly or indirectly, from any such removal or repair.

ARTICLE 8. DAMAGE OR DESTRUCTION

- **8.01.** Notice to Tenant. If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Tenant shall give immediate written notice of the damage or destruction to Landlord, including a description of the damage and, as far as known to Tenant, the cause of the damage.
- **8.02.** Total Destruction. If the Leased Premises are totally destroyed by fire, tornado, or other casualty, or if not totally destroyed if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed within 270 days from the date of notification described in Section 8.01, this Lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in Section 8.01.
- **8.03.** Partial Destruction. If the Leased Premises are damaged by fire, tornado, or other casualty, this Lease shall continue and shall not terminate except as provided in subsections (a) and (b) of this section.
- (a) If the partial destruction of the Leased Premises (i) occurs prior to the final year of the Lease Term, and (ii) the rebuilding or repairs can reasonably be expected to be completed within 270 days from the date of notification described in Section 8.01, then Tenant shall, at its sole cost and risk, proceed immediately to rebuild or repair the Leased Premises to substantially the condition in which they existed on the Commencement Date using the insurance proceeds from the property insurance described in Section 4.04(c), with any deductible amounts being paid for by Tenant. Landlord will cooperate with Tenant to make sure insurance proceeds available to Tenant for such purpose, and Landlord's release of insurance proceeds will be subject to Landlord's approval of the plans and specifications and construction contract for the rebuilding or repair, which approval shall not be unreasonably withheld. Tenant shall also, at its sole cost and risk, be responsible for rebuilding or repairing any damaged improvements made by Tenant after the Commencement Date. In the event that the Leased Premises cannot be rebuilt or repaired within such 270 day period, Tenant may terminate this Lease by written notification to Landlord. Upon such notification, all rights and obligations under this Lease shall cease. Rent shall not abate during any period of partial destruction.
- (b) If partial destruction of the Leased Premises occurs in the final year of the Lease Term, either Landlord or Tenant may terminate this Lease within thirty (30) days after the date of the

notification described in Section 8.01, in which case all insurance proceeds from policies described in Section 4.04(c) shall be paid to and belong exclusively to Landlord.

ARTICLE 9. CONDEMNATION

- 9.01. <u>Total Condemnation</u>. If during the Lease Term, or any extension or renewal of this Lease, all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate, and Rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Leased Premises by the condemning authority.
- 9.02. Partial Condemnation. If less than all, but more than twenty percent (20%), of the floor space of the building on the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate this Lease by giving written notice to the other party within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation. If the Leased Premises are partially condemned and neither party elects to terminate this Lease or, if less than twenty percent (20%) of the floor space of the building on the Leased Premises is condemned, this Lease shall not terminate, but the Basic Rent shall be adjusted equitably during the unexpired portion of this Lease.
- 9.03. <u>Condemnation Award</u>. Landlord shall receive the entire award from any condemnation, and Tenant shall have no claim to that award or for the value to Landlord of any unexpired term of this Lease; provided that Tenant shall have the right to appear in any condemnation proceeding or action to negotiate, prosecute and adjust any claim attributable to loss or damage to Tenant's trade fixtures and removable personal property, removal or relocation costs, and any loss to Tenant resulting from the unexpired portion of the Lease Term.

ARTICLE 10. INSPECTION BY LANDLORD

10.01. Landlord and its officers, agents, employees, and representatives shall have the right to enter into and upon any and all parts of the Leased Premises at all reasonable hours for purposes of inspection, maintenance, repairs, alterations, or additions as Landlord may deem necessary (but without any obligation to perform any of these functions except as expressly provided in this Lease), or to show the Leased Premises to prospective tenants, purchasers, or lenders. Tenant shall not be entitled to any abatement or reduction of rent by reason of the entry of Landlord or any of its officers, agents, representatives, or employees pursuant to this article, nor shall such entry be deemed an actual or constructive eviction. Landlord shall take reasonable steps not to interfere with the conduct of Tenant's business.

ARTICLE 11. MECHANIC'S LIEN

11.01. Tenant will not permit any mechanic's lien or liens to be placed upon the Leased Premises or upon improvements on the Leased Premises. If a mechanic's lien is filed on the Leased Premises or on improvements on the Leased Premises as a result of any improvements by Tenant or Tenant's contractor (but not by Landlord or Landlord's contractor), Tenant will promptly pay and obtain a release of the lien or bond the lien off pursuant to Texas Property Code Section 53.171 et. seq. If Tenant fails to pay the lien and obtain a release of the lien or to bond the lien off within twenty (20) days after written notice from Landlord to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by Landlord to remove a mechanic's lien caused to

be filed against the Leased Premises or against improvements on the Leased Premises by Tenant, including expenses and interest, shall be due from Tenant to Landlord and shall be paid to Landlord immediately on rendition of notice.

ARTICLE 12. INDEMNITY AND WAIVER

- 12.01. <u>Indemnity</u>. Tenant agrees to indemnify and hold Landlord and its affiliated companies and their respective agents, servants, directors, officers, members, managers, partners, and employees (collectively "Landlord Parties") harmless against any and all claims, demands, liabilities, damages, losses, penalties, litigation, causes of action, suits, proceedings, judgments, costs, and expenses (including reasonable attorneys' and experts' fees and expenses for the investigation and defense of any claim, litigation or proceeding) (collectively "Claims") arising by reason of injury to or death of any person or damage to or loss of property occurring on, in, or about the Leased Premises, in any way arising out of or relating to Tenant's business on the Leased Premises or Tenant's use of the Leased Premises, or from any breach on the part of Tenant of any conditions of this Lease, or from any act or negligence of Tenant, its officers, agents, contractors, employees, subtenants, or invitees in or about the Leased Premises. In case of any action or proceeding brought against any of the Landlord Parties by reason of any Claim, Tenant, upon notice from the Landlord Party, agrees to defend the action or proceeding by counsel acceptable to the Landlord Party.
- 12.02. Waiver of Liability. To the fullest extent permitted by law, Tenant, on behalf of itself, its owners, partners, agents, employees, invitees and contractors ("Tenant Parties"), waives all Claims against the Landlord Parties arising from the following: (i) any personal injury, bodily injury, or property damage occurring in or at the Leased Premises; (ii) any loss of or damage to property of a Tenant Party located in the Leased Premises by theft or otherwise; (iii) any personal injury, bodily injury, or property damage to any Tenant Party caused by any other tenant, parties not tenants, or the public or by the construction of any private, public, or quasi-public work occurring either in the Leased Premises or elsewhere on the Property; (iv) any interruption or stoppage of any utility service or for any damage to persons or property resulting from such stoppage; (v) business interruption or loss of use of the Leased Premises suffered by Tenant, whether caused by interruption or stoppage of any utility service, telephone or data service, or otherwise; (vi) any latent defect in construction of any improvements on the Property; (vii) damages or injuries or interference with Tenant's business, loss of occupancy or quiet enjoyment and any other loss resulting from the exercise by Landlord of any right or the performance by Landlord of Landlord's maintenance or other obligations under this Lease, or (viii) any bodily injury to an employee of a Tenant Party arising out of and in the course of employment of the employee and occurring anywhere on the Leased Premises.
- 12.03. Scope of Indemnities and Waivers. Except as provided in the following sentence, the indemnities and waivers contained in Article 12 will apply regardless of the active or passive negligence or sole, joint, concurrent or comparative negligence of any of the Landlord Parties, and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on any of the Landlord Parties. The indemnities and waivers contained in Article 12 will not apply to the extent of the percentage of liabilities that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the State of Texas, that a Claim against a Landlord Party was proximately caused by the willful misconduct or gross negligence of that Landlord Party; provided, however, that in such event the indemnity or waiver will remain valid for all other Landlord Parties.

ARTICLE 13. ASSIGNMENT AND SUBLEASE

13.01. <u>Assignment and Subletting by Tenant</u>. Tenant shall not have the right without the prior written consent of Landlord to assign this Lease or any interest in this Lease or sublease any portion

of the Leased Premises without the prior written consent of Landlord. In the event of any assignment or subletting consented to by Landlord, Tenant shall remain fully liable for the performance of all of Tenant's obligations under this Lease. No direct collection of rent or any other sums becoming due hereunder from an assignee or subtenant shall release Tenant from the performance of its obligations hereunder.

13.02. Assignment by Landlord. Landlord is expressly given the right to assign any or all of its interest under the terms of this Lease. In the event of any sale or other disposition by Landlord of Landlord's interest in the Property, and provided that Landlord's successor-in-interest shall have assumed the performance of Landlord's covenants and obligations set forth in this Lease from and after the disposition of Landlord's interest in the Property, Landlord shall thereupon and without further agreement be relieved of all liability with respect to the performance of such covenants and obligations, and Tenant shall thereafter look solely to Landlord's successor-in-interest in and to this Lease. The Security Deposit may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE 14. DEFAULT

- **14.01.** <u>Tenant's Default</u>. The following events shall be deemed to be events of default by Tenant under this Lease:
- (a) Tenant fails to pay all Rent when due under this Lease on the first day of each calendar month.
- (b) Tenant fails to pay any other additional rent when due and such failure is not cured within fifteen (15) days after Landlord gives Tenant written notice of the failure; provided that Landlord shall be obligated to provide only two such notices in any calendar year and any failures thereafter in said calendar year shall constitute an event of default if the payment is not made within fifteen (15) days after the due date, without the necessity of Landlord giving any notice of default.
 - (c) Tenant fails to vacate the Leased Premises upon expiration of the Lease Term.
 - (d) Tenant fails to timely deliver the estoppel certificate required by Section 15.11;
- (e) The occurrence of two (2) or more Texas Alcoholic Beverage Commission administrative violations at the Leased Premises within any consecutive twelve (12) month period;
- (f) Tenant fails to comply with any term, provision, or covenant of this Lease, other than those set forth in subsections (a) through (e) above, and does not cure the failure within thirty (30) days after written notice of the failure to Tenant.
 - (g) Tenant makes an assignment for the benefit of creditors.
- (h) Tenant shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property.
- (i) Any case, proceeding or other action against Tenant shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency,

reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and Tenant (i) fails to obtain a dismissal of such case, proceeding, or other action within sixty (60) days of its commencement or (ii) converts the case from one chapter of the Federal Bankruptcy Code to another chapter or (iii) is the subject of an Order of Relief which is not fully stayed within thirty (30) business days after the entry thereof.

- (i) Tenant abandons the Leased Premises.
- 14.02. <u>Landlord's Remedies</u>. Upon the occurrence of any event of default specified in Section 14.01, Landlord shall have the option to pursue any one or more of the following remedies:
- (a) Landlord may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover forthwith as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, (ii) the unpaid Rent earned at the time of termination, plus interest thereon at the Default Rate from the due date, (iii) the present value of the balance of the Rent for the remainder of the Lease Term (discounted at a rate of 3%) less the fair market value of the Leased Premises for said period and (iv) any other sum of money and damages owed by Tenant to Landlord.
- Landlord may terminate Tenant's right of possession (but not this Lease) and may repossess the Leased Premises by forcible entry and detainer suit or otherwise, without thereby releasing Tenant from any liability hereunder and without demand or notice of any kind to Tenant and without terminating this Lease. Landlord shall use reasonable efforts to relet the Leased Premises on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the Lease Term, rental concessions, alterations and repair of the Leased Premises). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of Landlord's failure to relet the Leased Premises or collect rent due in respect of such reletting. For the purposes of such reletting Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises as may be reasonably necessary or desirable, and (i) if Landlord shall fail or be unable to relet the Leased Premises, or (ii) if the same are relet and a sufficient sum shall not be realized from such reletting after first deducting therefrom, for retention by Landlord, the unpaid Rent earned but unpaid at the time of reletting plus interest thereon at the Default Rate, the cost of recovering possession (including attorneys' fees and costs of suit), all of the costs and expenses of such repairs, changes, alterations, and additions, the expense of such reletting (including without limitation brokerage fees and attorney's fees) and the cost of collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease to be paid, then (A) Tenant shall pay to Landlord as damages a sum equal to the amount of the Rent reserved in this Lease for such period or periods, plus the cost of recovering possession of the Leased Premises (including attorneys' fees and costs of suit), the Rent earned at the time of repossession plus interest thereon at the Default Rate, and the costs incurred in any attempt by Landlord to relet the Leased Premises, or (B) if the Leased Premises have been relet, the Tenant shall satisfy and pay any such deficiency. Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file one or more suits to recover any sums falling due under the terms of this section from time to time. Such reletting shall not be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous event of default.
- (c) Landlord may enter upon the Leased Premises, without being liable for prosecution or any claim for damages for such entry, and do whatever Tenant is obligated to do under the terms of this Lease to correct the default. Tenant agrees to reimburse Landlord on demand for any expenses that Landlord may incur in effecting compliance with Tenant's obligations under this Lease in

this manner, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

(d) The following provisions shall override and control any conflicting provisions of Section 93.002 of the Texas Property Code, as well as any successor statute governing the right of a landlord to change the door locks of commercial tenants. In the event of any event of default defined in Sections 14.01(a) or (b) above, Landlord is entitled and is hereby authorized, without any further notice to Tenant whatsoever, to enter upon the Leased Premises by use of a master key, a duplicate key, or other peaceable means, and to change, alter, and/or modify the door locks on all entry doors of the Leased Premises, thereby excluding Tenant and its officers, principals, agents, employees and representatives therefrom until all past due amounts of Rent have been paid in full.

No reentry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting or reentry or taking possession, Landlord may at any time thereafter elect to terminate this Lease for a previous default. The loss or damage that Landlord may suffer by reason of termination of this Lease, or the deficiency from any reletting as provided for above, shall include the expense of repossession.

- 14.03. Landlord's Lien. Landlord shall have, at all times, a valid contractual security interest to secure payment of all rentals and other sums of money becoming due under this Lease from Tenant, and to secure payment of any damages or loss that Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained in this Lease, upon all goods, wares, equipment, fixtures, furniture, and other personal property of Tenant which is now on the Leased Premises or which is placed on the Leased Premises at some later date, and all proceeds from them. This property shall not be removed from the Leased Premises without the consent of Landlord until all arrearages in rent and all other sums of money then due to Landlord under this Lease have been paid and discharged, and all the covenants, agreements, and conditions of this Lease have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided in this Lease or by law, exercise any and all remedies and rights provided under Section 9 of the Texas Business and Commerce Code. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given at least five (5) days before the time of sale. Tenant authorizes Landlord to file a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds under the provisions of the Texas Business and Commerce Code. The statutory lien for rent is not waived, the security interest granted in this article being in addition, and supplementary, to that lien.
- 14.04. <u>Cumulative Remedies</u>. The exercise by Landlord of any remedy arising by virtue of a default by Tenant shall not be considered exclusive, but Landlord may exercise any and all other rights or remedies provided by this Lease or by law or equity. Pursuit of any of the remedies provided in this Lease by Landlord should not preclude pursuit of any of the other remedies provided in this Lease. Pursuit of any remedy provided in this Lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants contained in this Lease by Tenant. Nor shall pursuit of any remedies provided in this Lease by Landlord constitute a waiver or forfeiture of any rent due to Landlord under this Lease.
- 14.05. Waiver of Default. No waiver by either party of any default or violation or breach of any of the terms, provisions, and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by

law upon an event of default shall not be deemed or construed to constitute a waiver of such default. Landlord's acceptance of Rent following an event of default under this Lease shall not be construed as Landlord's waiver of the default.

- 14.06. <u>Surrender of Premises</u>. No act or thing done by Landlord or its agents during the Lease Term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless the same is in writing and subscribed by Landlord.
- 14.07. Bankruptcy or Insolvency. (a) In the event that Tenant shall become a debtor in a case filed under Chapter 7 of the Bankruptcy Code and Tenant's trustee or Tenant shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may be made only if the provisions of Section 14.07(b) and 14.07(d) are satisfied as if the election to assume were made in a case filed under Chapter 11 of the Bankruptcy Code. If Tenant or Tenant's trustee shall fail to elect to assume this Lease within 90 days after the filing of such petition or such additional time as provided by the court within such 90 day period, this Lease shall be deemed to have been rejected. Immediately thereupon Landlord shall be entitled to possession of the Leased Premises without further obligation to Tenant or Tenant's trustee and this Lease upon the election of Landlord shall terminate, but Landlord's right to be compensated for damages (including, without limitation, liquidated damages pursuant to any provision hereof) or the exercise of any other remedies in any such proceeding shall survive, whether or not this Lease shall be terminated.
- (b) In the event that Tenant shall become a debtor in a case filed under Chapter 11 of the Bankruptcy Code, or in a case filed under Chapter 7 of the Bankruptcy Code which is transferred to Chapter 11, Tenant's trustee or Tenant, as debtor-in-possession, must elect to assume this Lease within 120 days from the date of the filing of the petition under Chapter 11 or the transfer thereto or Tenant's trustee or the debtor-in-possession shall be deemed to have rejected this Lease. In the event that Tenant, Tenant's trustee or the debtor-in-possession has failed to perform all of Tenant's obligations under this Lease within the time periods (excluding grace periods) required for such performance, no election by Tenant's trustee or the debtor-in-possession to assume this Lease, whether under Chapter 7 or Chapter 11, shall be permitted or effective unless each of the following conditions have been satisfied:
- (i) Tenant's trustee or the debtor-in-possession must promptly cure all defaults under this Lease.
- (ii) Tenant's trustee or the debtor-in-possession must promptly compensate Landlord, for any actual pecuniary loss incurred by Landlord arising from the default of Tenant, Tenant's trustee, or the debtor-in-possession as indicated in any statement of actual pecuniary loss sent by Landlord to Tenant's trustee or the debtor-in-possession
- (iii) Tenant's trustee or the debtor-in-possession must promptly provide Landlord with reasonable assurance of the future performance of each of the obligations of Tenant, Tenant's trustee or the debtor-in-possession under this Lease, to include: deposit with Landlord, as security for the timely payment of rent hereunder, an additional security deposit equal to three installments of Rent (at the rate then payable); and pay in advance to Landlord on the date each installment of Rent is payable a pro rata share of Tenant's annual obligations for additional rent and other sums pursuant to this Lease, such that Landlord shall hold funds sufficient to satisfy all such obligations as they become due. The obligations imposed upon Tenant's trustee or the debtor-in-possession by this paragraph shall continue with respect to Tenant or any assignee of this Lease after completion of bankruptcy proceedings.

- (iv) The assumption of this Lease will not breach or cause a default under any provision of any other lease, mortgage, financing arrangement or other agreement by which Landlord is bound.
- (c) In the event that this Lease is assumed in accordance with Section 14.07(b) and thereafter Tenant is liquidated or files or has filed against it a subsequent petition under Chapter 7 or Chapter 11 of the Bankruptcy Code, Landlord may, at its option, terminate this Lease and all rights of Lessee hereunder by giving Lessee notice of its election to so terminate within 30 days after the occurrence of any such event.
- (d) If Tenant's trustee or the debtor-in-possession has assumed this Lease pursuant to the terms and provisions of Section 14.07(a) or 14.07(b) for the purpose of assigning (or elects to assign) this Lease, this Lease may be so assigned only if the proposed assignee (the "Assignee") has provided adequate assurance of future performance of all of the terms, covenants and conditions of this Lease to be performed by Tenant. Landlord shall be entitled to receive all cash proceeds of such assignment. As used herein "adequate assurance of future performance" shall mean no less than that each of the following conditions has been satisfied:
- (i) The Assignee has furnished Landlord with either: (A) a copy of a credit rating of Assignee which Landlord reasonably determines to be sufficient to assure the future performance by Assignee of Tenant's obligations under this Lease, and a current financial statement of Assignee audited by a certified public accountant indicating a net worth and working capital in amounts which Landlord reasonably determines to be sufficient to assure the future performance by Assignee of Tenant's obligations under this Lease; or (B) a guarantee or guarantees, in form and substance satisfactory to Landlord, from one or more persons with a credit rating and net worth which Landlord reasonably determines to be sufficient to assure the future performance by Assignee of Tenant's obligations under this Lease.
- (ii) Landlord has obtained all consents or waivers from others required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such assignment.
- (iii) The proposed assignment will not release or impair any guaranty of the obligations of Tenant (including the Assignee) under this Lease.
- (e) When, pursuant to the Bankruptcy Code, Tenant's trustee or the debtor-inpossession shall be obligated to pay reasonable use and occupancy charges for the use of the Leased Premises, such charges shall not be less that the Rent under this Lease.
- (f) Neither the whole nor any portion of Tenant's interest in this Lease or its estate in the Leased Premises shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, by operation of law or otherwise under the laws of any state having jurisdiction of the person or property of Tenant unless Landlord shall have consented to such transfer. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to constitute such consent by Landlord nor shall it be deemed a waiver of Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent.
- 14.08 <u>Default By Landlord</u>. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than later than thirty (30) days after written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be

in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. If Landlord fails to cure any such default within the allotted time, Tenant may, as its sole and exclusive remedy, seek a judgment against Landlord for Tenant's actual damages resulting from such uncured default. All other remedies of Landlord against Tenant are hereby waived.

ARTICLE 15. MISCELLANEOUS

15.01. Mortgages. Tenant accepts this Lease subject to any deeds of trust, security interests, or mortgages that might now or later constitute a lien upon the Leased Premises. Tenant must, on demand, execute any reasonable instruments, releases, or other documents that are required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such deed of trust, security interest, or mortgage. Anything to the contrary contained herein notwithstanding, any subordination of this Lease to any mortgage, deed of trust or other lien or security interest shall be subject to the lienholder agreeing in writing that it will not disturb Tenant's peaceful possession of the Leased Premises so long as no uncured event of default exists under this Lease. Such documents may include provisions requiring Tenant to agree that: (i) upon the sale, transfer or foreclosure of the Leased Premises that this Lease will remain in full force, (ii) upon any default of this Lease by Landlord or any action or omission by Landlord or any third party that would give Tenant the right to terminate this Lease immediately, or after the passage of time, Tenant shall provide notice to any mortgagee (hereinafter called "Lender") and provide Lender an opportunity to cure such default, (iii) if the Leased Premises or any part thereof is foreclosed upon or transferred to Lender for the purpose of satisfying any debt secured by the Leased Premises, that Tenant will acknowledge Lender as the Landlord; (iv) if this Lease shall terminate by operation of law or otherwise as a result of or in connection with a bankruptcy proceeding by or against Landlord, Tenant shall promptly execute and deliver a new lease under the same terms and conditions effective as of the date this Lease shall have terminated as aforesaid, (v) upon notice of default by Landlord under any deed of trust or mortgage, which Tenant may rely on without further inquiry, Tenant shall make all rent payments to Lender and Lender shall not be obligated to credit any prepaid rent or offsets against or credits due to Landlord against Tenant's obligations under this Lease, (vi) Lender shall not be liable for any previous act or omission of Landlord, (vii) Lender shall not be liable for any security deposit unless such was first delivered to Lender, (viii) Lender shall not be bound by any agreement between Landlord and Tenant not contained in this Lease or any amendment to this Lease, (ix) Lender's liability to Tenant shall be limited to Lender's interest in the Leased Premises, and (x) the Leased Premises shall not be used in any way that may cause it to be contaminated by hazardous substances. Tenant may be required to agree to waive any right to a trial by a jury in any action against Lender related to or arising from this Lease or any subsequent agreement related hereto. Tenant shall also agree to include any additional terms consistent with those described above upon the request of Landlord or Lender in terms reasonably acceptable to Tenant. With respect to any deed of trust, security interest, or mortgage constituting a lien on the Leased Premises, Landlord has the right to waive the applicability of this section so that this Lease will not be subject and subordinate to any such deed of trust, security interest or mortgage. This Lease shall continue in full force and effect and Tenant will, upon request, attorn to and acknowledge any mortgagee or other foreclosure purchaser or purchasers, as the case may be, as the landlord under this Lease, and provided further that this Lease shall not terminate or expire if and so long as no uncured event of default by Tenant exists under this Lease.

15.02. <u>Notices and Addresses</u>. All notices to be given under this Lease shall be given by hand delivery, certified mail or registered mail, or facsimile transmission addressed to the proper party, at the addresses set forth in Section 1.01. Either party may change the address or fax number to which notices are to be sent it by giving the other party notice of the new address or fax number in the manner provided in this section.

- 15.03. <u>Parties Bound</u>. Subject to Article 13, this Lease shall be binding upon, and inure to the benefit of, the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Lease.
- 15.04. Governing Law. This Lease shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in the county in which the Leased Premises are located.
- 15.05. <u>Legal Construction</u>. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the agreement, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this agreement.
- 15.06. Entire Agreement, Limitation of Warranties and Acceptance of Leased Premises. It is expressly agreed by both parties, as a material consideration for the execution of this Lease, that this Lease, with the specific references to written extrinsic documents, is the entire agreement of the parties; that there are no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease or the expressly mentioned written extrinsic documents not incorporated in writing in this Lease. Landlord and Tenant expressly agree that there are and shall be no implied warranties of suitability, merchantability, habitability, fitness for a particular purpose or of any other kind arising out of this Lease and there are no warranties which extend beyond those expressly set forth in this Lease. Tenant acknowledges that it is not relying upon any representations, statements or other assertions with respect to the Leased Premises' condition, but is relying solely upon its examination of the Leased Premises. It is likewise agreed that this Lease may not be altered, waived, amended or extended except by an instrument in writing signed by both Landlord and Tenant. Handwritten or typewritten interlineations shall only be effective provided that (1) the interlineation has been initialed by Landlord and Tenant and (2) the bottom right hand corner of the page containing the interlineation has been initialed by Landlord and Tenant. Tenant's execution of this Lease and acceptance of the Leased Premises constitutes a release of any and all claims against Landlord, known or unknown, arising from, under or during any prior lease agreement between Landlord and Tenant concerning the Leased Premises or any other premises owned by Landlord.

WITHOUT LIMITING ANY OTHER TERM OF THIS LEASE, TENANT EXPRESSLY UNDERSTANDS AND AGREES THAT TENANT SHALL BEAR SOLE RESPONSIBILITY FOR THE SECURITY OF THE LEASED PREMISES, AND FOR THE SECURITY OF TENANT'S AGENTS, INVITEES, CUSTOMER, VISITORS, AND ALL OTHER PERSONS WHOMSOEVER WHO COME ON OR ABOUT THE LEASED PREMISES. LANDLORD WILL NOT BE OBLIGATED OR REQUIRED TO PROVIDE SECURITY PERSONNEL, SECURITY LIGHTING, OR ANY OTHER FORM OF SECURITY FOR THE LEASED PREMISES.

15.07. <u>Joint and Several Liability</u>. If there is more than one Tenant, the obligations imposed upon Tenants by virtue of this Lease shall be joint and several. If there is a guarantor of Tenant's obligations under this Lease, the obligations imposed upon Tenant shall be the joint and several obligations of Tenant and the guarantor. Landlord need not first proceed against Tenant before proceeding against the guarantor, nor shall any such guarantor be released from its guaranty for any reason whatsoever.

- 15.08. <u>Attorney Fees and Costs</u>. If either party to this agreement commences litigation, legal action, or claim to protect its interest, and/or to enforce any term or provision of this agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees and court costs incurred by the prevailing party.
- 15.09. Force Majeure. Neither Landlord nor Tenant shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor shortages, restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Landlord or Tenant and which by the exercise of due diligence Landlord or Tenant is unable, wholly or in part, to prevent or overcome; provided, however, that the provisions of this Section 15.09 will never be construed as allowing an extension of time with respect to Tenant's obligation to pay Rent or any other charges when and as due under this Lease.
- 15.10. <u>Time of Essence</u>. Time is of the essence in the performance of all obligations under this Lease.
- 15.11. Estoppel Certificates. Tenant shall, upon fifteen (15) days' notice, execute, acknowledge and deliver a certificate stating (with any exceptions noted) that: (i) this Lease has not been modified, amended, added onto, extended or renewed and is in full force and effect (or, if there have been modifications, amendments, extensions or renewals, that this Lease is in full force and effect as modified. and setting forth such modifications) and that no future amendments of this Lease shall be entered without the consent of Lender, (ii) there are no options or rights to purchase, renew or extend this Lease except as may be provided in this Lease and that none may be entered into without the Lender's consent, (iii) the dates to which Rent and other sums payable hereunder have been paid, (iv) that no more than one month's rent has been paid in advance, (v) there is no basis to withhold rent nor any claim against Landlord and there are no free rents or credits due Tenant by Landlord, (vi) no portion of the security deposit has been used or applied by Landlord, (vii) there are no agreements by Tenant with any real estate broker for any future commissions from the Leased Premises, (viii) Tenant will pay all rent directly to Lender upon proper notice, (ix) the Leased Premises have not been used in any way that may have contaminated the Leased Premises with hazardous substances, (x) Tenant has accepted the Leased Premises and has and is occupying such space, (xi) there are no defaults under the Lease (nor are there any events or conditions which with the passage of time or the giving of notice, or both, could result in a default) or specifying each such default or potential default of which it has knowledge, (xii) Tenant has not or is not contemplating any action or given or received notice with respect to termination of this Lease, (xiii) Tenant shall not assign or sublease any part of the Leased Premises without obtaining Lender's prior written consent except as authorized herein, (xiv) all alterations, improvements and other work performed by Landlord have been completed according to the terms of this Lease and are acceptable to Tenant, (vx) the balance of the Security Deposit, and (xvi) there are no other agreements, oral or written, between Landlord and Tenant regarding the Leased Premises or any matter related thereto and there is no action ongoing or pending involving the Leased Premises, Tenant or Landlord that may affect this Lease, including the insolvency or bankruptcy of any party affecting this Lease. Any such certificate may be relied upon by any actual or prospective mortgagee or purchaser of the Leased Premises.
- 15.12. Financials. From time to time, Tenant shall, within twenty (20) days after written request from Landlord, furnish to Landlord financial statements (including balance sheet, income statement, and statement of changes in financial position) and such other information concerning the business and financial affairs of the Tenant, and of any guarantor of Tenant's obligations under this Lease, as Landlord may request. All such statements and information shall fairly present the financial condition of Tenant and any guarantor as of the dates represented and for the periods represented and shall be certified by a financial officer of the company to have been prepared in accordance with

guidelines of the American Institute of Certified Public Accountants. As of the date of this Lease, Landlord has not received financial statements for the Guarantor. This Lease is conditioned upon Landlord's receipt and approval of financial statements for the Guarantor within seven (7) business days after the Execution Date. In the event that Landlord does not receive or approval financial statements for the Guarantor within seven (7) business days after the Execution Date, Landlord may terminate this Lease by written notice to Tenant, whereupon the Lease Consideration, if previously paid, will be returned to Tenant.

- 15.13. Guaranty. In consideration of Landlord's lease of the Leased Premises to Tenant, by signing in the space provided below, Guarantor unconditionally agrees to pay all amounts due and owing to Landlord by Tenant and to perform all covenants and obligations of Tenant as set forth in this Lease. Guarantor acknowledges and agrees that Landlord may enforce this guaranty of payment and performance without first pursuing Tenant and any action or inaction by Landlord against Tenant shall not alter the obligations of Guarantor stated herein. Guarantor waives all rights of guarantors under Chapter 43 of the Texas Civil Practice and Remedies Code. Upon any assignment of this Lease by Landlord, all the terms and provisions of this guaranty shall inure to the benefit of such assignee.
- 15.14. <u>Brokers</u>. Landlord and Tenant represent to each other that there are no broker commissions payable in connection with this Lease, except to NASH Group Real Estate, which will be paid by Seller in two installments pursuant to a separate written agreement. Landlord and Tenant both agree to indemnify each other from any loss, liability, damage, cost, or expense (including reasonable attorney's fees) resulting from a breach of the foregoing representation.
- 15.15 <u>Compliance Monitoring.</u> Nothing in this Lease shall require that Landlord monitor or enforce the Leased Premises' compliance with the ADA and the Texas Elimination of Architectural Barriers Law (Chapter 469 of the Texas Government Code). To the extent that these or any other laws relating to the Leased Premises in any way now or in the future obligates Landlord to monitor or enforce the compliance of the Leased Premises with such laws, then, to the fullest extent allowed by law, such obligation is hereby waived by Landlord and assumed by Tenant.
- 15.16 Charges and Amounts Payable. Tenant and Landlord agree that each provision of this Lease for determining charges and amounts payable by Tenant (including, without limitation, provisions regarding Rent and other amounts due hereunder) is commercially reasonable and, as to each such charge or amount, constitutes a statement of the amount of the charge or a method by which the charge is to be computed for purposes of Section 93.004 of the Texas Property Code. ACCORDINGLY, TO THE EXTENT PERMITTED BY LAW, TENANT VOLUNTARILY WAIVES AND KNOWINGLY WAIVES ALL RIGHTS AND BENEFITS UNDER SECTION 93.004 OF THE TEXAS PROPERTY CODE, AS SUCH SECTION NOW EXISTS OR AS MAY BE HEREAFTER AMENDED OR SUCCEEDED.
- 15.17 Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW FROM TIME TO TIME IN EFFECT, LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY LANDLORD OR TENANT AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS LEASE, TENANT'S USE AND OCCUPANCY OF The Leased Premises, OR THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER.
- 15.18 <u>Triple Net Lease</u>. It is the purpose and intent of Landlord and Tenant that the rent hereinabove provided to be paid to Landlord by Tenant be absolutely net to Landlord so that this Lease shall yield net to Landlord without abatement, set-off or deduction therefrom the rent as hereinabove

provided, to be paid during the Term of this Lease or any extensions hereof, and, that all costs, expenses, and impositions of every kind or nature whatsoever relating to the Leased Premises which may become due during the Term of this Lease or any extensions hereof be paid by Tenant, and Landlord be indemnified and saved harmless by Tenant from and against the same. Tenant hereby assumes and agrees to perform all duties and obligations with relation to the Leased Premises, as well as the use, operation, and maintenance thereof even though such duties and obligations would otherwise be construed to be those of the Landlord. Landlord will have no obligations to Tenant except as specifically set forth in this Lease, and any and all implied obligations of Landlord are hereby waived.

Security Deposit to be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit may be co-mingled with Landlord's other funds and is not an advance payment of Rent or other amounts due under this Lease or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use the Security Deposit to the extent necessary to make good any arrears of Rent and/or other amounts due under this Lease, and any other damage, injury, expense, or liability caused to Landlord by such event or default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not then in default hereunder, after application of the Security Deposit to all sums owing to Landlord under this Lease, any remaining balance of the Security Deposit shall be returned by Landlord to Tenant upon termination of this Lease (subject to the provisions of Section 13.5 above).

(balance of page intentionally blank)

IN WITNESS WHEREOF,	this Lease is executed in multiple originals effective as of the	day and	year
first set forth above.		,	

TENANT:

TIGHT ENDS-SPORTS BAR & GR	ILL.	LLC.
----------------------------	------	------

LANDLORD:

SALT & PEPPER RESTAURANTS, INC.

By: Name: MOHAMMED AMIN DAKHANI
Title: PRESIDENT

GUARANTOR:

DAY STAR RESTAURANT HOLDINGS, LLC

EXHIBIT "A"

(Legal Description of Property)

Lot D-7D, Block One (1), Replat Victory Lakes Commercial, Section One (1), an addition to Galveston County, Texas, according to the plat recorded in Cabinet 2013A, Slide 76, Plat Records of Galveston County, Texas

EXHIBIT "B"

("Personal Property Included in Lease")

Lease Agreement

Between Salt & Pepper Restaurants, Inc. ("Landlord")
And
Tight Ends Sports Bar & Grill, LLC ("Tenant")

Dated May 20, 2016

The following Fixtures, Furniture, Equipment and Business Personal Property (including as described, but not limited to) located on or about 2502 Gulf Frwy, League City, Texas are included in the above referenced lease:

AFFORDABLE SECURITY

7400 HARWIN DRIVE SUITE 223 HOUSTON, TX 77036

PHONE: 832-607-1557

38 of 149

WORK ORDER

DATE: JUNE, 06, 2014

CUSTOMER NAME: QUAKER STEAK & LUB RESTAURANT

^ADDRESS: 2502 SOUTH GULF FREE WAY, LEAGUE CITY, TX 77573 орноме мо:

ZFAX NO:

DESCRIPTION

Support 32CH video input, 32CH audio input, feature simultaneous 16CH playback	©32 CH realtime 960H high resolution DVR, H.264 High profile compression format, full D1, realtime 960H recording in ea channel 1
	\$ 1,575.00 \$
	1,575.00

SHDMI 1080P high resolution display with standard 2U case

III IERA BY IE WESIEKN DIGII AL HARD DRIVE	N	00	
₹20 INCH FLAT SCREEN MONITOR to be provided by you			

TERA BYTE WESTERN DIGITAL HARD DRIVE	N	2 \$ 150.00 \$	0.00	↔
₹20 INCH FLAT SCREEN MONITOR to be provided by you				
CAMERA				
प्रि/3" Super HAD CCD II,SONY, 2.8 ~ 12mm varifocus lens,42 pcs IR LEDs, 700 TV LINES, DOME OR BULLET AS NEEDED	27 \$		250.00	↔
$\frac{1}{100}$ /3" Super HAD CCD II,SONY, 2.8 \sim 12mm varifocus lens,42 pcs IR LEDs, 700 TV LINES, DOME OR BULLET AS NEEDED	N 49	\$ 25	250.00	↔
SINGLE CHANNEL AUDIO - OFFICE CAMERA	0	0 \$ 100.00	0.00	₩
LODVR FEATURES: REMOTE VIEW ON SMART PHONES/PCS, LIVE/PLAY BACK, REMOTELY BURN EVENTS	_	DISCOUNT	Ĭ	↔
324	_	DISCOUNT	Ž	↔

6,750.00 500.00

300.00

ZHARDWARF	WARRANTY:	3
JARDWARE - ONE-YEAR PARTS LINDER NORMA		
INDER NORMAL		
II WEAR & TEAR 30 DAYS I AROR/SER		
30 DA VS		
AROR/SER		

SHARDWARE - ONE-YEAR PARTS, UNDER NORMAL WEAR & TEAR, 30 DAYS LABOR/SERVICE	2 (
SPAYMENT TERMS:	SU
050% ADVANCE, FULL BALANCE DUE UPON COMPLETION	PA

** ENDED UP WITH A TOTAL 29 CAMERAS, ONE AUDIO
50% ADVANCE, FULL BALANCE DUE UPON COMPLETION

QTY UNIT PRICE EXT PRICE

BALANCE	PAYMENT-2	PAYMENT-1	SUB-TOTAL	2 CAM DISC	3 CAM DISC	DISCOUNT	DISCOUNT	
↔	↔	↔	↔	↔	↔	↔	↔	4
2,700.00	2,300.00	3,200.00	8,200.00	(100.00)	(150.00)	(230.00)	(445.00)	

PLUS TAX



Date	Estimate No.
1/15/14	4568

Bill To

Quaker Steak and Lube 101 Chestnut Street Sharon, PA 16146 Ship To Leaque City, TX

				Rep	Project
				TG	League City
Item	Description	Qty		Rate	Total
**** STRO SM-CEI	*****TV Mounts and Cabling***** Strong Large Dual Ceiling Mount for 36-60 in flat panel TV's (black)		4	0.00 214.00	0.00 856.00T
CMA372	CHIEF UNISTRUT ADAPTER CMA372 FOR 1.5 NPT INCLUDES HARDWARE		4	51.00	204.00T
STRONG SM	STRONG LARGE CEILING MOUNT FOR SINGLE 36"-60" FLAT PANEL TV'S		1	172.00	172.00T
MP5916	Ultra-Slim Adjustable Tilting Wall Mount Bracket for LCD Plasma (Max 165Lbs, 37~63inch**) - BLACK		11	79.00	869.00T
MP5087	MP Adjustable Tilting/Swiveling Wall Mount Bracket With 25" Extension for LCD Plasma (Max 110Lbs, 32~50inch) - BLACK		12	172.00	2,064.00T
SA740PB	PEERLESS 2 arm cantilever 22" to 37" flat panel screens, arm extends up to 20" from the wall, compatible with VESA 100/200 mounting		2	158.00	316.00T
ST670	PEERLESS Wall Mount 42" - 71" Tilt Black		4	141.00	564.00T
MISC TV	MISC TV MOUNT HARDWARE, STRUT AND FASTENERS		39	30.00	1,170.00T
MINIRG-59-3	MINI RG-59 3 CONDUCTOR COMPONENT CABLE		4,000	1.25	5,000.00T
CN-RCP-RGB	Compression RCA Connector for 3CRGB from West Penn		246	2.84	698.64T
LABOR	INSTALL LABOR to cable and install TV's and mounts		164	75.00	12,300.00
LABOR	INSTALL LABOR to cable and terminate additional TV cables for future Patio TVs		4	0.00	0.00
****	*****Speakers and Cabling*****			0.00	0.00
***	****Bar****			0.00	0.00
			0		

Sales Tax (0.0%)

Total



Date	Estimate No.
1/15/14	4568

Bill To

Quaker Steak and Lube 101 Chestnut Street Sharon, PA 16146 Ship To Leaque City, TX

			Rep	Project
			TG	League City
Item	Description	Qty	Rate	Total
CONTROL25T	JBL 5.25" Two-Way Vented System, 100° x 100° coverage, 70V/100V	12	147.00	1,764.00T
CONTROLSB	JBL Compact, Low Profile, High Power Subwoofer with 2 x 10" Drivers	1	582.00	582.00T
MTC-210UB	JBL U-Bracket for SB210 subwoofer *****Thunder Alley*****	1	82.00 0.00	82.00T 0.00
CONTROL26CT	CONTROL 26CT 6" 2-WAY CEILING SPEAKER W/ 60W, 30W, 15W, 7.5W TAPS	4	157.00	628.00T
***	******Brickyard Patio*****		0.00	0.00
CONTROL25T	JBL 5.25" Two-Way Vented System, 100° x 100° coverage, 70V/100V	8	147.00	1,176.00T
CONTROLSB	JBL Compact, Low Profile, High Power Subwoofer with 2 x 10" Drivers	1	582.00	582.00T
MTC-210UB ****	JBL U-Bracket for SB210 subwoofer *****Restrooms*****	1	82.00 0.00	82.00T 0.00
Control24CT	JBL 4" Two-Way Vented Ceiling Speaker with Transformer for use on a 70.7V or 100V distributed line	2	105.00	210.00T
***	*****Patio and Ext Entry****		0.00	0.00
Control25AV	JBL 5.25" Two-Way Vented System, Weather Resistant, 100° x 100° coverage, 70V/100V 6 Patio, 1 Ext Entry	8	170.00	1,360.00T
***	*****Vette Room*****		0.00	0.00
CONTROL25T	JBL 5.25" Two-Way Vented System, 100° x 100° coverage, 70V/100V	4	147.00	588.00T
***	*****Cable and Labor****		0.00	0.00
16-2	WEST PENN 225-BK 16 AWG 2 Conductor Speaker Wire, BLACK	2,000	0.28	560.00T
		Subt		

Subtotal

Sales Tax (0.0%)

Total



Date	Estimate No.
1/15/14	4568

Bill To

Quaker Steak and Lube 101 Chestnut Street Sharon, PA 16146 Ship To Leaque City, TX

			Rep	Project
			TG	League City
Item	Description	Qty	Rate	Total
14-2	WEST PENN 226-BK 14AWG2 Conductor	300	0.38	114.00T
MISC	Speaker Wire, BLACK MISC PARTS, WIRE, FASTENERS, ENDS, CONNECTIONS, ETC	1	100.00	100.00T
LABOR	INSTALL LABOR to install and cable 31 speakers and 2 subwoofers	66	75.00	4,950.00
**** ERK-4020	*****Head End***** MIDDLE ATLANTIC 40 Space 19 1/2" Deep	1	0.00 586.00	0.00 586.00T
CBS-ERK-20	Stand Alone Rack with Rear Door MIDDLE ATLANTIC COMMERCIAL GRADE CASTER BASE FOR 20" DEEP RACK ENCLOSURE	1	153.00	153.00T
ERK-RR40	MIDDLE ATLANTIC 40 Space ERK Real Rail Kit	1	64.00	64.00T
PFD-40	MIDDLE ATLANTIC 40 RACKSPACE PLEXI FRONT DOOR	1	443.00	443.00T
VBK-E20	MIDDLE ATLANTIC VENT BLOCKER KIT FOR 20" DEEP ERK	1	13.00	13.00T
ERK-4FT-285	MIDDLE ATLANTIC Integrated 4 1/2" Fan Top, Includes 3 Fans	1	236.00	236.00T
D-10-PFP	FURMAN M10 1RU SURGE PROTECTOR 10 OUTLETS 15 AMP CIRCUIT BREAKER	2	43.00	86.00T
LBP-1A	MIDDLE ATLANTIC "L" Shaped Lacing Bar, 10 Pc. Pack	1	31.00	31.00T
HP	MIDDLE ATLANTIC 100 Pc. Black 10/32	1	19.00	19.00T
M-8X	Phillips Screws w/ Washers FURMAN Power Conditioner, Rack Mount, 15 amp with switch, 8 rear outlets	1	61.00	61.00T
		Subt	otal	

Sales Tax (0.0%)

Total



Date	Estimate No.
1/15/14	4568

Bill To

Quaker Steak and Lube 101 Chestnut Street Sharon, PA 16146 Ship To Leaque City, TX

				Rep	Project
				TG	League City
Item	Description	Qty		Rate	Total
U1	MIDDLE ATLANTIC RACKSHELF 1RU for		2	38.00	76.00T
VRS	cable box, ambient player Middle Atlantic Vertical Rack Shelf for satellite receivers		1	151.00	151.00T
KNOX16x64	Chameleon 256HB 16X48 RGB VO FPC IPO COMPONENT HD 16 INPUT 48 OUTPUT VIDEO ROUTER with Front Panel Control and Input Preview Output		1	11,704.00	11,704.00T
XDE600	TOSHIBA Upconverting DVD Player with component and HDMI output, 2"H x 17"W x 8"D, black.1		1	0.00	0.00T
****	*****DTV equipment*****			0.00	0.00
H-25	DirecTV HD Sat Receiver 2 provided by DirecTV		8	99.00	792.00T
SWM-16	DIRECTV 16 OUTPUT SWM MODULE		1	286.00	286.00T
SPLIT8	DIRECTV SWM 8 WAY SPLITTER 1 PORT POWER PASSING		2	12.00	24.00T
NPRM2D	NON-PEN ROOF MOUNT		1	79.00	79.00T
DIAMAT	UV RESISTANT 1/8" RUBBER MAT FOR NPRMA3		1	19.00	19.00T
LABOR	INSTALL LABOR for DirecTV install		6	75.00	450.00
SL5	DIRECTV 5 LNB WITH FOUR WIRES OUT		1	55.00	55.00T
****	*****Control System*****			0.00	0.00
MC3	CRESTRON Processor with 5 IR outputs, includes power supply		1	1,336.00	1,336.00T
RV042	Linksys/Cisco Business Class 4-Port Router		1	194.00	194.00T
286D	XANTECH Dual Blink Designer Series Emitter		5	16.00	80.00T
282D	XANTECH Single Emitter		1	0.00	0.00T
COMPUTER	CUSTOM COMPUTER FOR CONTROL		1	300.00	300.00T
			Subto	tal	

Sales Tax (0.0%)
Total



Date	Estimate No.
1/15/14	4568

Bill To

Quaker Steak and Lube 101 Chestnut Street Sharon, PA 16146 Ship To Leaque City, TX

				Rep	Project
				TG	League City
Item	Description	Qty		Rate	Total
1919L	ELO 18.5" Widescreen LCD - Intellitouch SAW (Raised bezel)		1	810.00	810.00T
RM-LCD-PNLV	MIDDLE ATLANTIC 3RU VESA MONITOR MOUNT		1	56.00	56.00T
1M PATCH	1M CAT5E PATCH CABLE		4	8.00	32.00T
R6	Universal Remote Control pre-programmed		1	17.00	17.00T
****	learning remote *****Head End*****			0.00	0.00
1260m	dbx 12x6 Zone Processor (6 mic/6 line)		1	1,250.00	1,250.00T
CX108V	QSC 8 CH 70 Volt amplifier 100W/channel		1	1,542.00	1,542.00T
CDI1000	CROWN Amplifier with Dual Inputs and Dual 500W Outputs		1	662.00	662.00T
22-2	IOW Z INSTALL CABLE 2 CON W/GROUND		20	0.38	7.60T
BLX24/PG58	SHURE CORDLESS MICROPHONE WITH RECEIVER WITH INTERNAL DIVERSITY		1	341.00	341.00T
URT Rack Tray	ANTENNA SHURE URT Rack Tray		1	44.00	44.00T
XLR6	6' XLR CABLE			22.00	22.00T
LABOR	INSTALL LABOR for Rack Build		16	75.00	1,200.00
PROGRAMMI	REMOTE AND SYSTEM AUTOMATION PROGRAMMING		8	95.00	760.00
CRATE	MIDDLE ATLANTIC SHIPPING CRATE		1	250.00	250.00T
SHIP	Shipping with R&L for Rack		1	364.38	364.38
DAYPERDIEM	Daily Per Diem While Tech is on Job Site		20	35.00	700.00T
NIGHTPERDI	NIGHTLY PER DIEM WHILE TECHNICIAN IS BETWEEN CONSECUTIVE DAYS ON JOB SITE		16	85.00	1,360.00T
CAR RENTAL	Trip 1		1	341.14	341.14
CAR RENTAL	Trip 2		1	234.40	234.40
	1				

Subtotal

Sales Tax (0.0%)

Total

Case 23-03245 Document 1-64 Filed in TXSB on 11/08/23 Page 44 of 149



Estimate

Date	Estimate No.
1/15/14	4568

Bill To

Quaker Steak and Lube 101 Chestnut Street Sharon, PA 16146 Ship To

Leaque City, TX

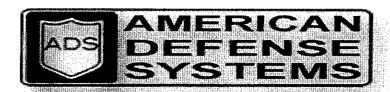
				Rep	Project
				TG	League City
Item	Description	Qty		Rate	Total
AIR FARE AIR FARE **** MISC 18-2 B6R RIB01BDC LABOR	Trip 1 Trip 2 ******Atomic Alert***** Wall Push Button 18AWG2 Conductor Speaker Wire AMERICAN DJ Rotating LED Beacon Red, 110V RIB dry contact 20 amp 120 V relay INSTALL LABOR		1 1 100 1 1 6	1,111.38 1,098.20 0.00 30.00 0.40 29.00 29.00 75.00	1,111.38 1,098.20 0.00 30.00T 40.00T 29.00T 450.00
			Subto	otal	\$67,010.74

Sales Tax (0.0%)

Total

\$0.00

\$67,010.74



ADS

12200 Ford Rd. Ste. 105 Dallas, TX 75234 817-900-8457 EXT:106

Customer: Michael Sharifi

Company: Quaker Steak & Lube

Address: 2502 S Gulf Fwy

City: League City

State: TX

Zip: 77573

Contact: Shelly Martin

Phone: 972-849-4210

Date: 5/12/2014 Rep: Shelly

PROPOSAL NO: 11036

QTY	Description		U	Unit Price		Total
8	2 Gig Motions	<u> </u>	\$	344.00	\$	344.00
1	Fire System		\$	872.95	\$	872.95
1	GSM4 For Fire		\$	300.00	\$	300.00
1	2 Gig Burglar Alarm Monitoring			\$34.99	\$	-
1	Fire System Monitoring		\$. 44.99	\$	-
	·					
	·					
	SubTota		\$	1,596.93	\$	1,516.95

BILLING Total: \$ 1,516.95	Total: \$ 1,516.95

Case 23-03245 Document 1-64 Filed in TXSB on 11/08/23 Page 46 of 149

AVIS FURNITURE COMPANY

1410 UNION AVENUE KANSAS CITY, MO 64101 (816) 421-5939 / FAX (816) 421-1512

www.avisfurniture.com / email: sales@avisfurniture.com

INVOICE # 30945

INVOICE

Sold To:

SALT & PEPPER REST INC

1215 CELESTE CT

Account Number: 19-016

SUGARLAND

TX 77479 Ship To:

QUAKER STEAK & LUBE

2505 S GULF FWY S

LEAGUE CITY

77573 TX

M/F: QSL - HOUSTON, LEAGUE CITY

Phone (832) 788-6551

Mohammed amin lakh

Fax (281) 807-7477

Date Recvd	Date Entered	Entered By	Ship Via	Customer PO	F.O.B. Point	Terms	Ship Date	Sales Territory
01/29/2014	01/29/2014	Tammy	SALES TECH	signed quote	AVIS/KCMO	1/2 DN / PROFO	05/07/2014	00 -

Booth	S					
See Notes Below *: SEE NOTES BELOW						
Item#	Qty	Model	Product Description	Net Each	Ext Each	
1	4	1161	48" x 36"H Single Booth Finished Two ends & OSB (RED "V")	\$325.00	\$1,300.00	

1	4	1161	48" x 36"H Single Booth Finished Two ends & OSB (RED "V")	\$325.00	\$1,300.00
2	3	1162	48" x 36"H Double Booth Finish 2 ends (RED V)	\$462.00	\$1,386.00
3	1	1165	22' 3" x 36"H Wall Bench w/ANGLED base - finished 2 ends & unfinished OSB	\$2,369.00	\$2,369.00
4	1	1165M	70" x 70" x 48"H w/ facet (BLUE "V") custom booth	\$2,875.00	\$2,875.00
5		***	HARDWARE PACKAGE		\$0.00

		-	
N	-	te	0
1.4	u	FC	3

1160 SIDNEY SERIES BOOTHS W/ "V" INSIDE BACK

ISB "V" ITEMS # 1,2- ZODIAC VINYL RED ZD24 (AVIS)

ISB "V" ITEMS # 3,4- ZODIAC VINYL BLUE ZD21 (AVIS)

US393- BLACK REMAINDER OF BOOTH

BASE - BLACK ABS PLASTIC

ITEMS # 3-4 DIMENSIONS MUST BE CONFIRMED

ITEM # 3- RISER TO BUILT ONSITE BY OTHERS

FREIGHT CHARGES - PREPAID ADD

REVISED ITEM #3 - DIMENSIONS UPDATED AND CONFIRMED

REVISED ITEM #4 - DIMENSIONS CONFIRMED

SEE ATTACHED DRAWINGS FOR ITEM #3 AND #4

01/31/2014 Down Pmt TOTAL

\$5,278.00 \$5,278.00

AMOUNT DUE \$5,278.00

Product Total Freight/UPS

\$2,626.00 \$10,556.00 TOTAL

\$7,930.00

CORRECTNESS OF THE PURCHASE ORDER BECOMES THE RESPONSIBILITY OF THE ORDERING COMPANY UPON RECEIPT OF THIS ACKNOWLEDGEMENT UPON RECEIPT OF INVOICE PLEASE REMIT PAYMENT TO: 1410 UNION AVENUE KANSAS CITY, MO 64101

Case 23-03245 Document 1-64 Filed in TXSB on 11/08/23 Page 47 of 149



AVIS FURNITURE COMPANY

1410 UNION AVENUE KANSAS CITY, MO 64101

(816) 421-5939 / FAX (816) 421-1512 www.avisfurniture.com / email: sales@avisfurniture.com **INVOICE #** 30946

INVOICE

Sold To:

SALT & PEPPER REST INC

1215 CELESTE CT

Account Number: 19-016

SUGARLAND

TX 77479 Ship To:

QUAKER STEAK & LUBE

2505 S GULF FWY S

LEAGUE CITY 77573 TX

M/F: QSL - HOUSTON, LEAGUE CITY

Phone (832) 788-6551

Mohammed amin lakh

Fax (281) 807-7477

Date Recvd	Date Entered	Entered By	Ship Via	Customer PO	F.O.B. Point	Terms	Ship Date	Sales Territory
01/29/2014	01/29/2014	Tammy	SALES TECH	SIGNED QUOTE	AVIS/KCMO	1/2 DN / PROFO	05/07/2014	00 -

- Colonia	MOCE TO SECURE		A CONTRACTOR OF THE PARTY OF TH		7.00			1.000000	TANK D. C. C.	
01/2	9/2014	01/29/2	014	Tammy	SALES TECH	SIGNED QUOTE	AVIS/KCMO	1/2 DN / PROFO	05/07/2014	00 -
	& Bas									
k-k-	*: SEE	NOTES BE	ELOW							
Item#	Qty	Model			Produ	ct Description		Net	Each	Ext Each
1	21	SA-200	33")	33" Table Top	o - 1 1/2" Thick Ash	Butcher Block			\$151.00	\$3,171.00
2	4	SA-200	30")	x 48" Solid Ash	Butcher Block Tabl	le 1 1/2" thick			\$200.00	\$800.00
3	7	SA-200	36" [Diameter Solid	Ash Butcher Block	Table 1 1/2" thick			\$192.00	\$1,344.00
4	5	SA-200	30")	x 48" Solid Ash	Butcher Block Tabi	le Top - Flat One En	d/2ea Radius Co	orners S	\$200.00	\$1,000.00
5	1	SA-200	48")	x 48" Solid Ash	butcher block 1 1/2	" thick w/ two clippe	d corners		\$279.00	\$279.00
6	3	SA-200	33")	x 60" Solid Asi	h Butcher Block Tab	le 1 1/2" thick			\$275.00	\$825.00
7	4	SA-200	48' 0	diameter solid A	Ash Butcher Block 1	1/2" thick table			\$325.00	\$1,300.00
8	8	C-2219	Blac	k Cast Iron Ba	r Height Base w/foo	tring			\$96.00	\$768.00
9	7	B-30	30")	x 30" Black Ca	st Iron Base Bar hei	ght w/ footring			\$78.00	\$546.00
10	21	B-30	30")	30" x 30" Black Cast Iron Base, 28 1/2"H dining height					\$38.00	\$798.00
11	5	C-30	C30	Complete bas	e - dining height				\$111.00	\$555.00
12	16	B-522	22" [Black Cast Iron	End "T" Base, 28 1	1/2"H Dining Height			\$27.00	\$432.00
13		***	HAR	RDWARE PACE	KAGE					\$0.00
14	1	**	Truc	k cancellation	fee				\$500.00	\$500.00
Notes										
(45) -	SA200	TABLES ST	AIN - S	SW3112-5 AUT	UM MAPLE - SATII	V 35 SHEEN				
ITEM	# 5- DII	MENSIONS	MUST	BE CONFIRM	IED w/ BOOTH					
BARH	HEIGHT	w/FOOTR	INGS 8	DINING HEIG	GHT METAL TABLE	BASES				
FREIG	HT CH	ARGES - PI	REPAIL	D ADD						
ADDE	D 5/06/	2014- ITEM	# 14 T	RUCK CANCE	LLATION FEE					
		01/31/201	4 Dow	n Pmt	\$5,909.00			Product 7	Total	\$12,318.00
			TINGS	2.20		Committee of the Commit		The second secon		01001000

TOTAL

\$5,909.00

AMOUNT DUE

\$6,409.00

\$12,318.00 TOTAL

CORRECTNESS OF THE PURCHASE ORDER BECOMES THE RESPONSIBILITY OF THE ORDERING COMPANY UPON RECEIPT OF THIS ACKNOWLEDGEMENT UPON RECEIPT OF INVOICE PLEASE REMIT PAYMENT TO: 1410 UNION AVENUE KANSAS CITY, MO 64101

Case 23-03245 Document 1-64 Filed in TXSB on 11/08/23 Page 48 of 149



AVIS FURNITURE COMPANY

1410 UNION AVENUE KANSAS CITY, MO 64101 (816) 421-5939 / FAX (816) 421-1512

www.avisfurniture.com / email: sales@avisfurniture.com

INVOICE # 30947

INVOICE

Sold To:

SALT & PEPPER REST INC

1215 CELESTE CT

SUGARLAND

TX 77479

Account Number: 19-016

Ship To:

QUAKER STEAK & LUBE

2505 S GULF FWY S

LEAGUE CITY

77573 TX

M/F: QSL - HOUSTON, LEAGUE CITY

Phone (832) 788-6551

Mohammed amin lakh

Fax (281) 807-7477

Date Recvd	Date Entered	Entered By	Ship Via	Customer PO	F.O.B. Point	Terms	Ship Date	Sales Territory
01/29/2014	01/29/2014	Tammy	SALES TECH	signed quote	AVIS/KCMO	1/2 DN / PROFO	05/07/2014	00 -
Fahlas & Dasse								

Dute	ILCOVA	Date Line	Lintered by	Only via	Customer FO	F.O.B. FUIIIL	Tellip	Silly Date	Sales retritory
01/2	9/2014	01/29/2	014 Tammy	SALES TECH	signed quote	AVIS/KCMO	1/2 DN / PROFO	05/07/2014	00 -
Tables	& Bas	es							
**	*: SE	NOTES BE	ELOW						
Item#	Qty	Model		Prode	uct Description		Net	Each	Ext Each
1	14	OE-300	33" x 33" Table w	oak veneer inlay w.	/ 1 1/2" oak edge		9	156.00	\$2,184.00
2	6	OE-300	36" Diameter Tab	le w/ oak veneer inla	y w/ 1 1/2" oak edge		3	207.00	\$1,242.00
3	14	B-30	30" x 30" Black C	30" x 30" Black Cast Iron Base, 28 1/2"H dining height				\$38.00	\$532.00
4	6	C-2219	Black Cast Iron B	Black Cast Iron Bar Height Base w/footring				\$96.00	\$576.00
5		***	HARDWARE PAG	CKAGE					\$0.00
Notes									
(20) - E	BRICKY	ARD OE-30	0 1 1/2" OAK EDG	E w/ VENEER INLA	Υ				
STAIN	-SW31	12-5 AUTUI	M MAPLE - 35 SHE	EN- SATIN - 35 SH	EEN				
BAR H	EIGHT	w/FOOTRI	NGS AND DINING	HT BASES					
FREIG	HT CH	ARGES - PF	REPAID ADD						
		01/31/201	4 Down Pmt	\$959.00			Product T	otal	\$4,534.00
			TOTAL	\$959.00	AMOUNT DUE	\$3,575.0	0 TOTAL		\$4,534.00

CORRECTNESS OF THE PURCHASE ORDER BECOMES THE RESPONSIBILITY OF THE ORDERING COMPANY UPON RECEIPT OF THIS ACKNOWLEDGEMENT UPON RECEIPT OF INVOICE PLEASE REMIT PAYMENT TO: 1410 UNION AVENUE KANSAS CITY, MO 64101

Invoice

2508	White	Sands	s Drive
Great	t Bend.	KS 6	7530

Date	Invoice #
4/28/2014	684

Bill To
Salt & Pepper Resturants, Inc. 1215 Celeste Court Sugar Land, TX 77479

Ship To		

P.O. Number	Due Date
	5/12/2014

Description	Quantity	Rate	Amount
	1		28,433.27
Quaker Steak and Lube - League City Award Wall	1	2,396.41	2,396.41
		Total	\$30,829.68
	Quaker Steak and Lube - League City TV's Quaker Steak and Lube - League City Award Wall		Quaker Steak and Lube - League City TV's Quaker Steak and Lube - League City Award Wall 1 28,433.27 2,396.41



Quotation Number: 228280671

Best Buy For Business 7601 Penn Avenue South Richfield, MN 55422-3645

To Info From

Mike Michaelis Quaker Steak and Lube League City 2502 GULF FWY S LEAGUE CITY, TX 77573 Request Date: 04/21/14 Expiration Date: 04/28/14 Customer Number: 1244983 Customer PO#: N/A Payment Type: Credit card Michael.Gonzales@bestbuy.com Business Professional Best Buy For Business Phone: 309-721-7709 Fax: 952-430-5338

Dear Mike Michaelis,

Thank you for requesting a quote for the following item(s) from Best Buy For Business:

Sold To Bill To Ship To

Mike Michaelis Quaker Steak and Lube League City 2502 GULF FWY S LEAGUE CITY, TX 77573 Mike Michaelis Quaker Steak and Lube League City 2502 GULF FWY S LEAGUE CITY, TX 77573 Mike Michaelis Quaker Steak and Lube League City 2502 GULF FWY S LEAGUE CITY, TX 77573

Qty	Description	Item#/Mfr#	Price	Ext. Price
30	<u>Samsung - 51"Class (50-3/4"Diag.) -</u> <u>Plasma - 720p - 600Hz - HDTV</u>	BB15679297 14040 PN51F4500AFXZA	\$482.98	\$14,489.40
	Availability: In Stock Catalog: Business			

\$2,789.36

Sale:\$11,157.44

Availability: Usually ships in 3 - 5 days

Catalog: Business

Reg.:\$15,999.96

Save:\$4,842.52

Insignia™ - 42"Class (42"Diag.) - LED - 1080p - 60Hz - HDTV Availability: Usually ships in 3 - 5 days Catalog: Business	BB19329821 66460 NS-42D510NA	\$314.56	Sale:\$314. : Reg.:\$329. Save:\$15.
			3ave.\$13
Insignia [™] - 32"Class (31-1/2"Diag.) - LED - 720p - 60Hz - HDTV Availability: Usually ships in 3 - 5 days Catalog: Business	BB19451829 66460 NS-32D311NA	\$169.89	Sale:\$339 . Reg.:\$399
			Save:\$60
	Product Total: Delivery/Shipping: Est. Tax:		\$26,301 \$0 \$2,132

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The Framing Loft INC

Invoice

45 Concord Rd Hermitage, PA 16148

Date	Invoice #
4/2/2014	8236

Bill To
Mohammed Amin Lakhani, CEO Salt & Pepper Restaurants, Inc. Quaker Steak & Lube - League City, TX 1215 Celeste CT Sugar Land, TX 77479

Ship To	
Quaker Steak & Lube 2505 S Gulf Fwy League City, TX 77573	

P.O. Number	Terms	Rep	Ship	Via	F.O.B		Project
			4/7/2014				
Quantity	Item Code		Descript	ion		Price Each	Amount
	QSL	,104,107,116,1 45,146,149,15 167,169,170,1 92,193,194,19	34,35,43,45,47,56,6 22,123,125,127,132 2,155,156,158,161,1 71,177,178,180,182 5,196,197,199,200,2 g 8 boxes arrived an	2,135,136,137,139, 64,165, ,183,185,187,188,1 901,202,204,205,20	90,191,1 6,207	2,084.00 176.76 6.00%	2,084.00T 176.76T 135.65
					-	Total	\$2,396.41

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Quotation

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-		mag	u	~	4	u		u	¢

			Date	4/8/14 4:21 PM
Bill To		Ship To	Payment	
Company	Quaker Steak & Lube League City	Quaker Steak & Lube League	e City Warranty	3 years
Contact	Michael Sharifi	Michael Sharifi	PO#	
Address	2502 South Gulf Freeway	2502 South Gulf Freeway	Request Date	
	League City, TX US	League City, TX US	Sales Rep	Dave Parkerson
Zip	77573	77573	E-mail:	dparkerson@hme.com
Phone	(281)693-0586	(281)693-0586	Phone	800-925-8091 x 1716
E-mail	msharifi@thelube.com		Fax	678-280-2719
			Code:	E2

Qty	Item	Description	Unit Price	Ext Price
1	LTTX	Desktop Transmitter (UHF) - Stand alone UHF desktop transmitter	\$309.00	\$309.00
40	GCLTD	GuestCall LTD Pager (UHF) - Sleek, ergonomically designed pager with user changeable advertising inserts	\$34.00	\$1,360.00
1	LTDCHAR60	LTD Charger Kit - Holds up to 60 LTD pagers. Includes charger, power supply, and 1 jumper wire	\$139.00	\$139.00

GuestCall LTD Paging System

Replacement pagers: \$34

Reduced pricing approved by Daryl McElreath

UPS19-GRND UPS Ground Service - Average Package (19 LB Avg: <60 pager system)

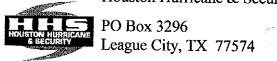
\$60.00

For Offi	ce Use	Special Instructions	Subtotal \$	1,868.00
GM:	4/2/14		Sales Tax	\$ -
Type:	NEU .		Total \$	1,868.00
LS:	2014 Inboun	d Ca	Quotation is valid for 30 day	
	ode: E2 P-40275-1868 ee Page 2 for Terms and Conditions			on this Quotation are ctual invoice will reflect , if applicable.

HME Wireless Terms And Conditions

Case 23-03245 Document 1-64 Filed in TXSB on 11/08/23 Page 54 of 149

Houston Hurricane & Security



Invoice

Date	Invoice #
7/3/2014	9855

Bill To	 <u> </u>	
Quaker Steak and Lube 2502 S Gulf Freeway League City TX 77573		

	, 9 h	P.O. No.	Terms	Rep
	75			Frank
Description		Qty	,	- I.————————————————————————————————————
.050 Aluminum Storm Panels Discount Please see QUOTE 12858 for size and variation. Thank you HHS				5,606.20T -1,121.24
	: .4			İ
	···			
	·			!

Sales Tax (6.0%)	\$269.10
Total	\$4,754.06
Payments/Credits	\$0.00
Balance Due	\$4,754.06

Phone #	Fax#
281-534-4585	832-201-8958

	Web Site
•	www.HoustonHurricane.com

Case 23-03245 Document 1-64 Filed in TXSB on 11/08/23 Page 55 of 149

3/28/2014

Proposal Menulink

Midwest POS Solutions, Inc. 2709 Enterprise Drive Anderson, IN 46013 (765) 778-4080

BILL TO:

Quaker Steak & Lube Menulink Standard BILL TO:

same...

League City TX Location

	League City 1X Location				
	Description	Qty	Unit Retail	Extended Retail	Wrnty Mnths
	MENULINK System				
С	Menulink Base Software	1	4,540	4,540	12
С	Support Charge (yr-1)	1	600	600	12
C	Hosting Charges (yearly fee)	1	780	780	12
	Sub Total			\$5,920	
	Software/Service Subtotal Midwest POS Solutions Assist-Install Service	es*		\$5,920	
L	None Required or Included.	0	0	0	
	Services Sub Total			\$0	
	Total			\$5,920	
	*				
	Grand Total**			<u>\$5,920</u>	

The above proposal and the Terms and Conditions attached are being accepted as a firm contract between Midwest POS Solutions, Inc. and QS&L League City Location.

Signed by:

m. Short.

3245 Document 1-64 Filed in TXSB on 11/08/12001dPag

Midwest POS Solutions, Inc.

2709 Enterprise Dr Anderson, IN 46013 V: (765) 778-4080 F: (765) 778-7552 Invoice No: 108578

Date: 5/23/2014

Account No: QS27

Bill To:

Quaker Steak & Lube League City Attn: Mike Michaelis 2505 S Gulf Fwy League City, TX 77573 Ship To:

Quaker Steak & Lube League City Attn: Mike Michaelis 2505 S Gulf Fwy League City, TX 77573

Sales Order	No P. O. Number	Ship Method	Ship Method			Pa	yment Terms		
S23152		BEST WAY	BEST WAY Due on Receipt						
		Remarks	l de				Sa	les Person	
							Ji	im Hamilton	
Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amour
RADA-P1530 Res	P1530 TB 16GB 2GBRAM WEPR7	46335276	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.0
16gb/2gb RADA-P1530 Res 16gb/2gb	Resistive P1530 TB 16GB 2GBRAM WEPR7 Resistive	46335667	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.0
RADA-P1530 Res 16gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46335910	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.0
RADA-P1530 Res 16gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46335914	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.0
RADA-P1530 Res L6gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46336010	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.0
RADA-P1530 Res L6gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46336011	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.0
RADA-P1530 Res 16gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46336012	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.0
RADA-P1530 Res 16qb/2qb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46336013	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.0
RADA-P1530 Res 16gb/2gb	P1530 TB 16GB 2GBRAM WEPR7 Resistive	46336083	1.0	1.0	0.0	EACH	\$1,500.00		\$1,500.0
RADA-P1530 40GB	P1530 TB 40GB 2GBRAM WEPR7 BIO	46334883	1.0	1.0	0.0	EACH	\$1,800.00		\$1,800.0
RADA-P1530 40GB RGB BIO	P1530 TB 40GB 2GBRAM WEPR7 BIO	46334886	1.0	1.0	0.0	EACH	\$1,800.00		\$1,800.0
RADA-Aloha Key	Aloha Software Key	134913	1.0	1.0	0.0	EACH	\$0.00		\$0.0
RADA-Aloha TS	Aloha Tableservice		11.0	11.0	0.0	EACH	\$832.00		\$9,152.0
ADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020241	1.0	1.0	0.0	EACH	\$265.00		\$265.0
ADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020242	1.0	1,0	0.0	EACH	\$265.00		\$265.0
ADA-SRP-350	Radiant Srp-350 Plus Thermal Pritr	PLKA14020243	1.0	1.0	0.0	EACH	\$265.00		\$265.0
ADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020244	1.0	1.0	0.0	EACH	\$265.00		\$265.0
ADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020248	1.0	1.0	0.0	EACH	\$265.00		\$265.0
ADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020249	1.0	1.0	0.0	EACH	\$265.00		\$265.0
ADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020250	1.0	1.0	0.0	EACH	\$265.00		\$265.0
ADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020251	1.0	1.0	0.0	EACH	\$265.00		\$265.0
ADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020252	1.0	1.0	0.0	EACH	\$265.00		\$265.0
ADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020261	1.0	1.0	0.0	EACH	\$265.00		\$265.0
ADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020262	1.0	1.0	0.0	EACH	\$265.00		\$265.0
ADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020263	1.0	1.0	0.0	EACH	\$265.00		\$265.0
ADA-SRP-350	Radiant Srp-350 Plus Thermal Pntr	PLKA14020264	1.0	1.0	0.0	EACH	\$265.00		\$265.0

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Midwest POS Solutions, Inc.

2709 Enterprise Dr Anderson, IN 46013 V: (765) 778-4080 F: (765) 778-7552

Invoice No: 108578 Date: 5/23/2014 Account No: OS27

Bill To: Quaker Steak & Lube League City Attn: Mike Michaelis 2505 S Gulf Fwy League City, TX 77573

Ship To:

Quaker Steak & Lube League City Attn: Mike Michaelis 2505 S Gulf Fwy League City, TX 77573

Sales Order I	No P. O. Number	Ship Method		Payment Terms					
S23152		BEST WAY		Due on Receipt					
Remarks Sales Person									
							Ji	m Hamilton	
Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amour
RADA-Bixolon 16in CD	Bixolon 16in CD 24V PTR 5B5C	B12074197	1.0	1.0	0.0	EACH	\$189.00		\$189.0
RADA-Bixolon 16in CD	Bixolon 16in CD 24V PTR 5B5C	B12074199	1.0	1.0	0.0	EACH	\$189.00		\$189.0
RADA-Bixolon 16in CD	Bixolon 16in CD 24V PTR 5B5C	B12074203	1.0	1.0	0.0	EACH	\$189.00		\$189.0
RADA-Bixolon 16in CD	Bixolon 16in CD 24V PTR SBSC	B12074204	1.0	1.0	0.0	EACH	\$189.00		\$189.0
RADA-Bixolon 16in CD	Bixolon 16in CD 24V PTR 5B5C	B12074211	1.0	1.0	0.0	EACH	\$189.00		\$189.00
RADA-Bixolon 16in CD	Bixolon 16in CD 24V PTR 585C	B12074223	1.0	1.0	0.0	EACH	\$189.00		\$189.0
RADA-Bixolon 16in CD	Bixolon 16in CD 24V PTR 5B5C	B12074233	1.0	1.0	0.0	EACH	\$189.00		\$189.00
RADA-SRP275	P200F040:SRP-275II Impact Acut G	ray REKA14010014	1.0	1.0	0.0	EACH	\$245.00		\$245.00
RADA-SRP275	P200F040:SRP-275II Impact Acut G	iray REKA14010015	1.0	1.0	0.0	EACH	\$245.00		\$245.00
RADA-SRP275	P200F040:SRP-27511 Impact Acut G	ray REKA14010016	1.0	1.0	0.0	EACH	\$245.00		\$245.00
RADA-Aloha EDC4+	Aloha Electronic Payments		1.0	1.0	0.0	EACH	\$1,165.00		\$1,165.00
RADA-Aloha Cust Satisf	Customer Satisfaction Survey		1.0	1.0	0.0	EACH	\$0.00		\$0.00
RADA-Aloha Quick Count	Aloha Quick Count		1.0	1.0	0.0	EACH	\$0.00		\$0.00
Setup	Load/Prep HP BOH		1.0	1.0	0.0	EACH	\$285.00		\$285.00
RADA-Command Ctr	Aloha Command Center		1.0	1.0	0.0	EACH	\$90.00		\$90.00
Switch - 24 port	24 Port Switch	3EH135325092C	1.0	1.0	0.0	EACH	\$206,00		\$206,00
Menu Build	Pre-installation HW config, E-Service load, Menulink load	s	1.0	1.0	0.0	EACH	\$250.00		\$250.00
Setup	Setup, Configuration, Burn-in		1.0	1.0	0.0	EACH	\$800.00		\$800.00
Installation	Installation Services		3.5	3.5	0.0	EACH	\$760.00		\$2,660.00
RADA-KC3	KC3 Kitchen BB-Aloha no LCD/moun	t 46396853	1.0	1.0	0.0	EACH	\$1,000.00		\$1,000.00
ADA-KC3	KC3 Kitchen BB-Aloha no LCD/moun	t 46397088	1.0	1.0	0.0	EACH	\$1,000,00		\$1,000.00
ADA-KC3	KC3 Kitchen BB-Aloha no LCD/moun	t 46397185	1.0	1.0	0.0	EACH	\$1,000.00		\$1,000.00
ADA-KC3	KC3 Kitchen BB-Aloha no LCD/moun	t 46397217	1.0	1.0	0.0	EACH	\$1,000.00		\$1,000.00
ADA-KC3	KC3 Kitchen BB-Aloha no LCD/moun	t 46397417	1.0	1.0	0.0	EACH	\$1,000.00		\$1,000.00
ADA-KC3 BB	KC3 Bump Bar 16 Button	46392429	1.0	1.0	0.0	EACH	\$0.00		
ADA-KC3 BB	KC3 Bump Bar 16 Button	46392438	1.0	1.0	0.0	EACH	\$0.00		\$0.00

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Midwe 2709 E V: (7

2709 Enterprise Dr Anderson, IN 46013 V: (765) 778-4080 F: (765) 778-7552

Invoice No: 108578

Date: 5/23/2014

Account No: OS27

Bill To:

Quaker Steak & Lube League City

Attn: Mike Michaelis 2505 S Gulf Fwy League City, TX 77573 Ship To:

Quaker Steak & Lube League City Attn: Mike Michaelis

2505 S Gulf Fwy League City, TX 77573

No P. O. Number	Ship Method	Ship Method		Payment Terms					
	BEST WAY	BEST WAY				Due on Receipt			
Remarks Sales Person									
)	im Hamilton		
Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amoun	
KC3 Bump Bar 16 Button	46392466	1.0	1.0	0.0	EACH	\$0.00		\$0.00	
KC3 Bump Bar 16 Button	46392744	1.0	1.0	0.0	EACH	\$0.00		\$0.00	
KC3 Bump Bar 16 Button	46392746	1.0	1.0	0.0	EACH	\$0.00		\$0.00	
K1700 RES WES 4GB 1GB RAM	46221469	1.0	1.0	0.0	EACH	\$1,924.00		\$1,924.00	
K1700 RES WES 4GB 1GB RAM	46221443	1.0	1.0	0.0	EACH	\$1,924.00		\$1,924.00	
Aloha Kitchen up to 6		1.0	1.0	0.0	EACH	\$1,418.00		\$1,418.00	
Aloha Kitchen additional terms		1.0	1.0	0.0	EACH	\$292.00		\$292.00	
Dell E190s	CNOCSWJH7287242KDY/	1.0	1.0	0.0	EACH	\$289.00		\$289.00	
Dell E190s	CN0C5WJH728723BJCNF	1.0	1.0	0.0	EACH	\$289.00		\$289.00	
Dell E190s	CN0C5WJH7287242KDYI	1.0	1.0	0.0	EACH	\$289.00		\$289.00	
Dell E190s	CN0CSW3H7287242KDW	1.0	1.0	0.0	EACH	\$289.00		\$289.00	
Dell E190s	CN0C5W3H72872425A3N	1.0	1.0	0.0	EACH	\$289.00		\$289.00	
KC3/LCD Integn Brkt w/BB Mt		5.0	5.0	0.0	EACH	\$148.00		\$740.00	
Ergotron LX Desk Mount LCD Arm		7.0	7.0	0.0	EACH	\$143.00		\$1,001.00	
Kitchen Setup, Configuration, Burn-In		1.0	1.0	0.0	EACH	\$425.00		\$425.00	
Kitchen Installation Services		0.5	0.5	0.0	EACH	\$760.00		\$380.00	
Menulink	QSL League Cty	1.0	1.0	0.0	EACH	\$4,540.00		\$4,540.00	
1 Yr Menulink Maint		1.0	1.0	0.0	EACH	\$600.00		\$600.00	
1 Yr Menulink Hosting		1.0	1.0	0.0	EACH	\$780.00		\$780.00	
P1230/P1530 Wall Mt Assy		5.0	5.0	0.0	EACH	\$85.00		\$425.00	
Wall Mount Bracket SRP-350		8.0	8.0	0.0	EACH	\$18.00		\$144.00	
	Description KCS Bump Bar 16 Button KC70 RES WES 408 1GB RAM K1700 RES WES 408 1GB RAM Abdha Kitchen additional terms Dell E1995 Dell E1995 Dell E1995 Dell E1995 Dell E1996 Tell E1996 Dell E1996 Tell	Description	Description	Description			Description Serial No. Order Ship BKO UM Price	BEST WAY Due on Recogle	

Our software system automatically puts delinquent accounts on credit hold. Credit hold will prevent access to customer support and other services. Past due accounts are subject to finance charges of 18%.

Please remit payment to the address above.

heave Pay How wir

Subtotal	\$58,249.00
Discount	\$0.00
Freight	\$850.00
Sales Tax	\$0.00
Invoice Total	\$59,099.00
Balance Due	\$24,933.00

ban # 55006435

Date 5/2/2014

To:

Quaker Steak & Lube - League City 1215 Celeste Ct Sugarland TX 77479 **Project:**

Quaker Steak & Lube-League City-Opening Smallwares Quote From:

TriMark SS Kemp Stacey Jones 4567 Willow Parkway Cleveland OH 44125-1041 (216) 271-7700 (Phone)

Project Code: QUAKER_S

Item	Qty	Description	Sell	Sell Total
1		CHINA:		
2	5 dz	SOUP BOWL Steelite Model No. 71101 Packed: 1 dz FESTIVALE SOUP BOWL5 OZ	\$31.07	\$155.35
3	6 dz	CHINA, BOWL, 17 - 32 OZ Steelite Model No. 71102 Packed: 1 dz FESTIVALE PASTA BOWL26 OZ	\$99.54	\$597.24
4	10 dz	PLATE, CHINA Steelite Model No. A180P202 Packed: 2 dz Plate, 9" dia., round, narrow rim, Anfora, Festivale (minimum = case quantity)	\$34.68	\$346.80
5	8 dz	PLATE, CHINA Steelite Model No. A180P204 Packed: 1 dz Plate, 10-5/8" dia., round, narrow rim, Anfora, Festivale (minimum = case quantity)	\$37.05	\$296.40
6	7 dz	PLATTER Steelite Model No. A180P328 Packed: 1 dz Platter, 13 1/2", Anfora, Tiffany Sand Dune. Mixed Colors	\$104.45	\$731.15
7	84 ea	PLASTIC SERVING BOWL G.E.T. Enterprises Model No. 7645 Packed: 12 ea	\$5.59	\$469.56

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Date 5/2/2014

Item	Qty	Description	Sell	Sell Total
STATE OF THE PROPERTY OF THE P		MILANO BOWL 9" BLACK48 OZ.		
8	36 ea	PLASTIC SERVING BOWL	\$5.88	\$211.68
		G.E.T. Enterprises Model No. 7699 Packed: 12 ea RED SENSATION BOWL 9" 48 OZ		
9	36 dz	BASKET	\$4.87	\$175.32
		Thunder Group Model No. 7009 Packed: 1 dz BASKET ROUND 8" YELLOW		
10	18 dz	BASKET	\$6.94	\$124.92
		Tablecraft Products Model No. 66002 Packed: 3 dz	ŕ	·
		PLATTER BASKET OVALFOREST GREEN 10.5X7		
11	15 dz	BASKET	\$13.89	\$208.35
		Tablecraft Products Model No. 66003 Packed: 1 dz PLATTER BASKET FRSTGREEN 10.75X7.7 RECT		
12		GLASSWARE:		
15	1 dz	CHAMPAGNE GLASS	\$26.08	\$26.08
		Libbey Glass Model No. 56421 Packed: 1 dz		
		EMBASSY FLUTE CHAMPAGNE 6 OZ.		
16	9 dz	ROCKS WHISKEY SOUR GLASS	\$18.74	\$168.66
		Libbey Glass Model No. 34310 Packed: 3 dz GIBRALTER ROCK 9 OZ.		
17	4 dz	COCKTAIL MARTINI GLASS	\$31.35	\$125.40
		Libbey Glass Model No. 654324 Packed: 1 dz Z-STEM MARTINI 9 1/4OZ.		

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Item	Qty	Description	Sell	Sell Total
	7			
18	2 dz	HURRICANE GLASS Libbey Glass Model No. 47550 Packed: 1 dz SQUALL - 15 OZ.	\$39.72	\$79.44
19	3 dz	BEER GLASS Libbey Glass Model No. 39993 Packed: 1 dz SCHOONER GLASS 18 OZ.	\$53.13	\$159.39
20	6 st	SHOT GLASS Libbey Glass Model No. 5121/S0711 Packed: 6 st Shot Glass, 1-1/4 oz., lined at 7/8 oz. (1 dozen per set), (must purchase in multiples of 6 sets), (H 2-3/8"; T 2"; B 1-3/8"; D 2")	\$13.20	\$79.20
22	2 dz	MUG Libbey Glass Model No. 57305 Packed: 2 dz IRISH COFFEE FOOTED8 1/2 OZ	\$38.77	\$77.54
29		FRONT OF THE HOUSE ITEMS:		
30	36 ea	SERVING TRAY Thunder Group Model No. PLST1418BL Packed: 12 ea Serving Tray, rectangular, 14" x 18", slip resistant, polypropylene, black, NSF	\$3.78	\$136.08
31	48 ea	SERVING TRAY Thunder Group Model No. PLST1600BL Packed: 12 ea Serving Tray, 16" dia., slip resistant, polypropylene, black, NSF	\$3.64	\$174.72
32	12 ea	SERVING TRAY Thunder Group Model No. PLST2700BL Packed: 6 ea Serving Tray, oval, 22" x 27", slip resistant, polypropylene, black, NSF	\$12.37	\$148.44

Quaker Steak & Lube-League City-**Opening Smallwares Quote**

Quaker Steak & Lube - League City

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Item	Qty	Description	Sell	Sell Total
33	8 ea	FOLDING TRAY STAND Winco Model No. TSY-1A Packed: 6 ea Tray Stand with Bar, 31", chrome	\$13.61	\$108.88
34	2 ea	FMP Model No. 226-1127 Packed: ea Holder, Tray Stand, wall mount	\$35.10	\$70.20
35	6 ea	PLASTIC PITCHER Vollrath Model No. 6010-06 Packed: 12 ea Tuffex™ I Deluxe Three-Lipped Pitcher, 60 oz., polycarbonate, black (Top diameter 5.75", bottom diameter 3.625")	\$9.01	\$54.06
36	6 ea	Vollrath Model No. 6010-44 Packed: 12 ea Tuffex™ I Deluxe Three-Lipped Pitcher, 60 oz., polycarbonate, cobalt (Top diameter 5.75", bottom diameter 3.625")	\$9.01	\$54.06
37	1 dz	ABC Procurement Model No. 62250 Packed: 1 dz ASH TRAY DEEP WELL BAKELITE-BLACK-4 1/4"	\$4.66	\$4.66
38	6 dz	SUGAR PACKET HOLDER G.E.T. Enterprises Model No. 7993 Packed: 2 dz SUGAR CADDY PLASTICFOREST GREEN	\$10.55	\$63.30
39	70 ea	Pronto Products Model No. 196089 Packed: ea TABLE CADDY-NICKEL CHROME PLATED	\$11.03	\$772.10

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TriMark SS Kemp

5/2/2014 Description Item Qty Sell **Sell Total** 120 ea \$2.09 \$250.80 40 H. Risch (see Risch) Model No. 60254 Packed: 200 ea CHECK HOLDER 4"X8 1/2" SINGLE PANEL GRN 41 4 ea **CHECK HOLDER** \$0.99 \$3.96 American Metalcraft Model No. 59849 Packed: ea CHECK SPINDLE 3" DIA. GOLD 42 6 st OIL & VINEGAR CRUET SET \$8.68 \$52.08 Winco Model No. GOB-8S Packed: 12 st Oil Bottle Set, includes: (2) 8 oz. square bottles with lid & chrome plated rack 6 ea OIL & VINEGAR CRUET BOTTLE 43 \$1.85 \$11.10 Winco Model No. GOB-8 Packed: 24 ea Oil Bottle, 8 oz., square, with lid 43.1 72 ea MENU MESSAGE HOLDER \$2.46 \$177.12 Cal-Mil Model No. 74662 Packed: 24 ea CARD HOLDER 4" WIDEX 6" HIGH 44 **BAR SUPPLIES:** 45 4 ea BAR KNIFE \$1.03 \$4.12 American Metalcraft Model No. BK74 Packed: 240 ea Bar Knife, 7-1/4" long, wooden handle 4 ea PARING KNIFE 46 \$4.14 \$16.56 Dexter Russell Model No. 177350 Packed: 12 ea PARING KNIFE 3 1/4"S/S-WHITE HDL(DAIRY) 47 4 ea BAR SPOON \$0.66 \$2.64 ABC Procurement Model No. 185850 Packed: ea BAR SPOON S/S 11" TWIST HEX SHANK Initial: _

Quaker Steak & Lube-League City-**Opening Smallwares Quote**

Quaker Steak & Lube - League City

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Date 5/2/2014

Item	Qty	Description	Sell	Sell Total
48	12 ea	COCKTAIL SHAKER	\$1.80	\$21.60
V		ABC Procurement Model No. 186150 Packed: ea COCKTAIL SHAKER S/S30 OZ NSF CUP ONLY		
49	8 ea	BAR STRAINER	\$0.82	\$6.56
3		ABC Procurement Model No. 186400 Packed: ea BAR STRAINER COCKTAIL 4 PRONG		
50	12 ea	BOTTLE OPENER-FLAT POCKET	\$2.32	\$27.84
		ABC Procurement Model No. PBO-01 Packed: ea Flat Pocket Bottle Opener		
0		·		
51	4 ea	MUDDLER ABC Procurement Model No. 187100 Packed: 144 ea MUDDLER WOOD 8"	\$1.21	\$4.84
52	6 pk		\$3.43	\$20.58
92		Franmara Model No. 56362 Packed: 1 pk	φ3.13	Ψ20.00
9) {		VACU-VIN WINE STOPPER (PACK OF 2)		
53	2 ea		\$9.74	\$19.48
		Franmara Model No. 56361 Packed: ea VACU-VIN WINE SAVER(1 PUMP W/2 STOPPRS)		
33	M	AUCO ANA AANAT DUANTA AANA AANA AANA AANA AANA AANA AANA		
54	4 ea	BAR MAT	\$4.27	\$17.08
•		Spill-Stop Model No. 160-02 Packed: ea		
		Bar Mat, 3-1/4" x 24", non-slipping, black		
	127			

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TriMark SS Kemp

5/2/2014 Item Qty Description Sell **Sell Total** 48 ea BAR MAT \$3.66 \$175.68 55 Apex Matting & Foodservice Products Model No. 118877 Packed: 36 DRI-DECK PLASTI-TILEBLK 12" SQUARE TILE 1 rl LINER ROLL \$23.14 56 \$23.14 Winco Model No. BL-240G Packed: 1 rl Bar Liner, 2' x 40', green 57 12 ea DRINK/BAR MIX POURER \$4.22 \$50.64 Tablecraft Products Model No. N32A Packed: 12 ea PourMaster® Complete Unit, quart, (2 of each) assorted color-coded caps (brown, green, red, orange, white & yellow), includes: container, PourMaster® Long Neck Top™ & StorMaster™ cap, polyethylene, NSF (sold in master case only - 12 each) 12 ea DRINK BAR MIX POURER JAR 58 \$2.09 \$25.08 Carlisle Model No. 50878 Packed: 12 ea STORE N' POUR 1 QT BACKUP(CONT&LID) 59 6 ea WINE BOTTLE OPENER \$1.89 \$11.34 Spill-Stop Model No. 184157 Packed: 12 ea CORKSCREW WAITER'S POCKET CHROME PLATED 60 6 ea LEMON SQUEEZER \$7.67 \$46.02 Focus Foodservice Model No. 8565 Packed: EA Lemon Squeezer, 8-3/4" long, 3" dia., enameled aluminum, yellow, with hang tag (SOLD IN CASE PACKS ONLY) 61 2 ea \$89.38 \$178.76 Spill-Stop Model No. 51692 Packed: ea **EXACTO POUR 3 TUBE TESTER KIT** 8 62 12 ea JIGGER \$0.51 \$6.12 Winco Model No. J-2 Packed: 12 ea Jigger, 3/4 oz. x 1-1/4 oz., stainless steel (12 each per inner case, 300

Quaker Steak & Lube-League City-Opening Smallwares Quote **Quaker Steak & Lube - League City**

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Item	Qty	Description	Sell	5/2/2014 Sell Total	
Item	Qty	Description	<u> </u>	Jen Total	
4	7	each per master case)			
1	9				
63	4 ea	ICE SCOOP	\$3.90	\$15.60	
		Winco Model No. PS-32 Packed: 12 ea			
		Scoop, 32 ounce, polycarbonate, NSF (12 each per inner case, 72 each			
		per master case)			
64	6 ea		\$21.09	\$126.54	
00		Not Found Model No. 167691 Packed: ea			
	4	SAF-T-ICE SCOOP-8 OZW/CADDIE HOLDER			
1					
65	5 ea	MARGARITA GLASS RIMMER	\$4.28	\$21.40	
		Winco Model No. GR-3 Packed: 12 ea			
0	5	Glass Rimmer, 3-tier			
66	5 ea	BAR CADDY	\$2.07	\$10.35	
-		Winco Model No. BC-6 Packed: 12 ea			
1		Bar Caddy, 6 compartment, plastic			
66.0	1 ea	BAR CADDY	\$2.07	\$2.07	
00.0		Winco Model No. BC-6 Packed: 12 ea	Ψ2.07	γ2.07	
1-1		Bar Caddy, 6 compartment, plastic			
66.1	6 ea	CONDIMENT DISPENSER	\$15.80	\$94.80	
		Tablecraft Products Model No. 71970 Packed: ea CONDIMENT CADDY 6 COMP.1 PT BLACK			
THE		CONDIMILIAL CADDI O COMILITA DEACK			
67		BACK OF HOUSE UTENSILS:			
68	4 ea	PLASTIC FUNNEL	\$0.64	\$2.56	

67		BACK OF HOUSE UTENSILS:		
68	4 ea	PLASTIC FUNNEL	\$0.64	\$2.56
		Browne Foodservice Model No. 187361 Packed: 12 ea		
		FUNNEL PLASTIC 16 OZ		

Initial:

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Date 5/2/2014

Item	Qty	Description	Sell	Sell Total
69	1 ea	FRUIT VEGETABLE WEDGER Sunkist Model No. 142350 Packed: 4 ea SECTIONIZER - 6 WEDGE	\$214.96	\$214.96
70	1 ea	WEDGER PARTS Sunkist Model No. 142500 Packed: ea BLADE CUP SET FOR 8WEDGE	\$32.52	\$32.52
72		KITCHEN POTS, PANS, BOWLS & SHEET PANS:		
73	120 ea	MIXING BOWL ABC Procurement Model No. 87800 Packed: 12 ea MIXING BOWL S/S 3/4QUART 6 1/2"	\$0.58	\$69.60
74	1 ea	MIXING BOWL Winco Model No. MXB-2000Q Packed: 12 ea Economy Mixing Bowl, 20 quart, stainless steel, 18-3/4"L x 18-3/4"W x 5-1/2"H	\$6.41	\$6.41
75	6 ea	MIXING BOWL Winco Model No. MXB-150Q Packed: 12 ea Economy Mixing Bowl, 1-1/2 quart, stainless steel, 8"L x 8"W x 2-1/2"H (12 each per inner case, 144 each per master case)	\$0.83	\$4.98
76	4 ea	MIXING BOWL Winco Model No. 88102 Packed: 12 ea MIXING BOWL S/S 8 QUARTS 13 1/4"	\$2.88	\$11.52
77	2 ea	MIXING BOWL ABC Procurement Model No. 88075 Packed: ea MIXING BOWL S/S 6 QUARTS NSF 13 3/16"	\$4.86	\$9.72

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Date 5/2/2014

Item	Qty	Description	Sell	Sell Total
	5			
78	2 ea	SAUCE PAN	\$13.31	\$26.62
_		Royal Industries Model No. ROY RSP 8 Packed: ea		
4	7	Sauce Pan, 8-1/2 qt., helper handle, tapered, aluminum, NSF		
79	2 ea	STOCK POT	\$34.17	\$68.34
-		Winco Model No. ALST-40 Packed: ea		
1.70		Winware Stock Pot, 40 quart, 14.6" x 14.4", without cover, reinforced		
		rim, 3/16" thick (4.0mm), standard heavy aluminum, NSF		
80	2 ea		\$23.75	\$47.50
1		ABC Procurement Model No. 106119 Packed: 6 ea		
(a mind		FRY PAN 14" TRIMARK-NON-STICKW/SLEEVENSF		
81	24 ea	BUN PAN	\$3.97	\$95.28
/		Winco Model No. ALXP-1318 Packed: 12 ea		
		Sheet pan, 1/2 size, 13" x 18", 3003 aluminum		
82	60 ea	BUN PAN	\$6.33	\$379.80
-		Winco Model No. ALXP-1826 Packed: 12 ea		
		Sheet Pan, full size, 18" x 26", 18 gauge, aluminum		
83	36 ea	PIZZA PAN	\$1.33	\$47.88
		Winco Model No. APZT-10 Packed: 36 ea	,	,
		Pizza Pan, 10" dia., round, wide rim, aluminum (36 each per inner case,		
		72 each per master case)		
84		KITCHEN SUPPLIES: STAINLESS FOOD PANS		
85	6 ea	STEAM TABLE PAN COVER	\$4.57	\$27.42
		Winco Model No. SPCH Packed: 12 ea		
		Steam Table Pan Cover, 1/2 SIZE, slotted, with handle, 18/8 stainless		
		steel, NSF (12 each per inner case, 48 each per master case)		Initial:
Quaker :	Steak & I	_ube-League City- Quaker Steak & Lube - League City		Page 10 of 37

Opening Smallwares Quote

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Date 5/2/2014

Item	Qty	Description	Sell	Sell Total
86	12 ea	STEAM TABLE PAN	\$7.02	\$84.24
_	_	Winco Model No. SPJM-204 Packed: 6 ea		
7		Steam Table Pan, 1/2 SIZE x 4" deep, 24 gauge, 18/8 stainless steel,		
		anti-jamming, NSF (6 each per inner case, 24 each per master case)		
87	8 ea	STEAM TABLE PAN	\$10.35	\$82.80
_	_	Winco Model No. SPJM-206 Packed: 6 ea		
7		Steam Table Pan,1/2 SIZE x 6" deep, 24 gauge, 18/8 stainless steel,		
		anti-jamming, NSF (6 each per inner case, 12 each per master case)		
88	18 ea	STEAM TABLE PAN	\$9.47	\$170.46
		Winco Model No. SPJL-4HL Packed: 6 ea		
		Steam Table Pan, 1/2 SIZE LONG, 4" deep, stainless steel, NSF (6 each		
		per inner case, 24 each per master case)		
89	4 ea		\$1.82	\$7.28
		ABC Procurement Model No. 133752 Packed: 36 ea		
		DRAIN GRATE 1/2 SIZE-8"x10"CHROME		
90	6 ea	STEAM TABLE PAN	\$11.18	\$67.08
		Winco Model No. SPFP2 Packed: 6 ea	, -	,
-		Steam Table Pan, FULL SIZE, 2-1/2" deep, perforated, stainless steel,		
		NSF (6 each per inner case, 12 each per master case)		
91	24 ea	STEAM TABLE PAN	\$12.21	\$293.04
		Winco Model No. SPJM-104 Packed: 6 ea	·	·
		Steam Table Pan, FULL SIZE x 4" deep, 24 gauge, 18/8 stainless steel,		
		anti-jamming, NSF (6 each per inner case, 12 each per master case)		
92	8 ea	STEAM TABLE PAN	\$16.18	\$129.44
	_	Winco Model No. SPJM-106 Packed: 6 ea		
		Steam Table Pan, FULL SIZE x 6" deep, 24 gauge, 18/8 stainless steel,		
h /		anti-jamming, NSF (6 each per inner case, 12 each per master case)		

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				5/2/2014
Item	Qty	Description	Sell	Sell Total
93	8 ea		\$3.24	\$25.92
		ABC Procurement Model No. 133751 Packed: 36 ea		
		DRAIN GRATE FULL SIZE 10"x18"CHROME		
94	12 ea	STEAM TABLE PAN	\$5.71	\$68.52
		Winco Model No. SPJM-304 Packed: 12 ea		
P		Steam Table Pan, 1/3 SIZE x 4" deep, 24 gauge, 18/8 stainless steel,		
h / S		anti-jamming, NSF (12 each per inner case, 24 each per master case)		
94.1	24 ea	STEAM TABLE PAN	\$5.71	\$137.04
_	_	Winco Model No. SPJM-304 Packed: 12 ea		
7		Steam Table Pan, 1/3 SIZE x 4" deep, 24 gauge, 18/8 stainless steel,		
A		anti-jamming, NSF (12 each per inner case, 24 each per master case)		
95	6 ea	STEAM TABLE PAN	\$8.86	\$53.16
	_	Winco Model No. SPJM-306 Packed: 12 ea		
P		Steam Table Pan, 1/3 SIZE x 6" deep, 24 gauge, 18/8 stainless steel,		
		anti-jamming, NSF (12 each per inner case, 24 each per master case)		
95.1	30 ea	STEAM TABLE PAN	\$8.86	\$265.80
_	_	Winco Model No. SPJM-306 Packed: 12 ea		
7		Steam Table Pan, 1/3 SIZE x 6" deep, 24 gauge, 18/8 stainless steel,		
		anti-jamming, NSF (12 each per inner case, 24 each per master case)		
96	6 ea	STEAM TABLE PAN	\$2.29	\$13.74
_	_	Winco Model No. SPJM-902 Packed: 12 ea		
7		Steam Table Pan, 1/9 SIZE x 2-1/2" deep, 24 gauge, 18/8 stainless		
A		steel, anti-jamming, NSF (12 each per inner case, 72 each per master case)		
97	13 ea	STEAM TABLE PAN	\$2.82	\$36.66
		Winco Model No. SPJM-904 Packed: 12 ea		
P		Steam Table Pan, 1/9 SIZE x 4" deep, 24 gauge, 18/8 stainless steel,		
		anti-jamming, NSF (12 each per inner case, 72 each per master case)		
97.1	35 ea	STEAM TABLE PAN	\$2.82	\$98.70
		Winco Model No. SPJM-904 Packed: 12 ea		
		Steam Table Pan, 1/9 SIZE x 4" deep, 24 gauge, 18/8 stainless steel,		
		anti-jamming, NSF (12 each per inner case, 72 each per master case)		

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Item	Qty	Description	Sell	Sell Total
98	4 ea	STEAM TABLE PAN	\$7.82	\$31.28
	_	Winco Model No. SPJM-406 Packed: 12 ea		
		Steam Table Pan, 1/4 SIZE x 6" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (12 each per inner case, 24 each per master case)		
99	24 ea	STEAM TABLE PAN	\$4.16	\$99.84
		Winco Model No. SPJM-604 Packed: 12 ea		
		Steam Table Pan, 1/6 SIZE x 4" deep, 24 gauge, 18/8 stainless steel, anti-jamming, NSF (12 each per inner case, 48 each per master case)		
100	42 ea	STEAM TABLE PAN	\$5.84	\$245.28
	_	Winco Model No. SPJM-606 Packed: 12 ea		
		Steam Table Pan, 1/6 SIZE x 6" deep, 24 gauge, 18/8 stainless steel,		
		anti-jamming, NSF (12 each per inner case, 48 each per master case)		
101	24 ea	ADAPTER BAR	\$0.95	\$22.80
		Winco Model No. ADB-12 Packed: 12 ea Adapter Bar, 12", stainless steel (12 each per inner case, 144 each per		
		master case)		
102	12 ea	ADAPTER BAR	\$1.32	\$15.84
		Winco Model No. ADB-20 Packed: 12 ea		
		Adapter Bar, 20", stainless steel (12 each per inner case, 120 each per master case)		
103		KITCHEN SUPPLIES: PLASTIC FOOD PANS		
104	6 ea	FOOD PAN COVER	\$7.40	\$44.40
		Cambro Model No. 30HPCHN150 Packed: 6 ea		
Day.		H-Pan [™] Cover, high heat, 1/3 SIZE, notched, with handle, polyetherimide, -40°F to 375°F, non-stick surface, won't bend or dent, amber, NSF		
105	36 ea	PLASTIC FOOD PAN	\$16.12	\$580.32
		Cambro Model No. 72559 Packed: 6 ea		
		Food Pan 1/3 SIDE 6" deep-AMBER		

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Item	Qty	Description	Sell	Sell Total
1				
106	4 ea	FOOD PAN COVER Cambro Model No. 40HPCHN150 Packed: 6 ea H-Pan™ Cover, high heat, 1/4 SIZE, notched, with handle, polyetherimide, -40°F to 375°F, non-stick surface, won't bend or dent, AMBER, NSF	\$5.80	\$23.20
107	6 ea	PLASTIC FOOD PAN Cambro Model No. 46HP150 Packed: 6 ea H-Pan™, 1/4 SIZE, 6" deep, hi-temp, polysulfone, non-stick surface, won't bend or dent, AMBER, NSF	\$12.81	\$76.86
108	12 ea	FOOD PAN COVER Cambro Model No. 60HPCHN150 Packed: 6 ea H-Pan™ Cover, high heat, 1/6 size, notched, with handle, polyetherimide, -40°F to 375°F, non-stick surface, won't bend or dent, AMBER, NSF	\$4.63	\$55.56
109	12 ea	PLASTIC FOOD PAN Cambro Model No. 72556 Packed: 6 ea Food Pan 1/6th SIZE 6" Deep-AMBER	\$9.27	\$111.24
110	8 ea	FOOD PAN DRAIN TRAY Winco Model No. SP76DS Packed: 20 ea Poly-Ware™ Drain Shelf, 1/6 SIZE, fits 1/6 size food pan, polycarbonate, NSF (20 each per inner case, 120 each per master case)	\$0.48	\$3.84
111	12 ea	FOOD PAN, PLASTIC Cambro Model No. 24CW110 Packed: 6 ea Camwear® Food Pan, 1/2 size, 4" deep, polycarbonate, BLACK, NSF	\$6.43	\$77.16
112	12 ea	FOOD PAN, PLASTIC Cambro Model No. 26CW110 Packed: 6 ea Camwear® Food Pan, 1/2 size, 6" deep, polycarbonate, BLACK, NSF	\$8.26	\$99.12

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			_	5/2/2014
Item	Qty	Description	Sell	Sell Total
113	24 ea	FOOD PAN, PLASTIC	\$6.24	\$149.76
		Cambro Model No. 36CW110 Packed: 6 ea		
		Camwear® Food Pan, 1/3 size, 6" deep, polycarbonate, BLACK, NSF		
114	36 ea	PLASTIC FOOD PAN	\$4.38	\$157.68
		Cambro Model No. 72588 Packed: 6 ea		
		FOOD PAN 1/6th SIZE 6" Deep BLACK		
115	60 ea	PLASTIC FOOD PAN	\$1.34	\$80.40
	333	Winco Model No. SP7904 Packed: 12 ea		
	//	Poly-Ware™ Food Pan, 1/9 size, 4" deep, -40°F to 210°F temp. range,		
		dishwasher safe, break-resistant polycarbonate, NSF		
116	6 ea	FOOD STORAGE CONTAINER COVER	\$5.55	\$33.30
		Carlisle Model No. 72117 Packed: 6 ea		
		COVER FOR 12 X 18 FOOD BOX CLEAR		
117	6 ea	FOOD CONTAINER BOX	\$15.24	\$91.44
- 100		Carlisle Model No. 71410 Packed: 6 ea		
	1	FOOD STORAGE BOX 12"X18"X9" CLEAR		
118	6 ea	FOOD CONTAINER BOX	\$18.50	\$111.00
		Carlisle Model No. 71655 Packed: 6 ea	·	•
		FOOD STORAGE BOX 18"X26"X6" CLEAR		
119	6 ea	FOOD CONTAINER BOX	\$24.34	\$146.04
		Carlisle Model No. 72533 Packed: 4 ea	, -	,
	1	FOOD STORAGE BOX 18"X26"X9" CLEAR		
120		KITCHEN SUPPLIES: PLASTIC STORAGE CONTAINERS		
121	36 ea	FOOD STORAGE CONTAINER COVER	\$1.21	\$43.56
		Carlisle Model No. 72514 Packed: 6 ea		
		Cover For 2 & 4 QT GREEN		
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Item	Qty	Description	Sell	Sell Total
122	12 ea	•	\$3.16	\$37.92
	書上	Carlisle Model No. 72510 Packed: 6 ea Food Storage Cont 2QT Square Clear		
123	30 ea	SQUARE FOOD CONTAINER	\$4.77	\$143.10
		Carlisle Model No. 72511 Packed: 6 ea		
		Food Storage Cont 4QT Square Clear		
124	42 ea	FOOD STORAGE CONTAINER COVER	\$1.44	\$60.48
		Carlisle Model No. 72515 Packed: 6 ea Cover For Container-6 & 8 QT Rose		
		Cover For Container-6 & 6 QT Rose		
125	36 ea	SQUARE FOOD CONTAINER	\$5.75	\$207.00
		Carlisle Model No. 72512 Packed: 6 ea		
		Food Storage Cont 6QT Square Clear		
126	12 ea	FOOD STORAGE CONTAINER COVER	\$2.10	\$25.20
		Carlisle Model No. 70519 Packed: 6 ea Cover For 12 18 & 22QT Square		
		Cover For 12 16 & 22QT Square		
127	6 ea	SQUARE FOOD CONTAINER	\$9.74	\$58.44
国	1	Carlisle Model No. 72528 Packed: 6 ea		
	The state of the s	Food Storage Cont 12QT Square Clear		
128	4 ea	SQUARE FOOD CONTAINER	\$17.89	\$71.56
国	1	Carlisle Model No. 72530 Packed: 6 ea		
	The state of the s	Food Storage Cont 22QT Square Clear		

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Date 5/2/2014 Description Item Qty Sell **Sell Total** 48 ea \$1.07 \$51.36 129 Carlisle Model No. 71360 Packed: 12 ea COVER FOR WING SHAKER BUCKET 48 ea \$2.89 130 \$138.72 Carlisle Model No. 50759 Packed: 12 ea WING SHAKER BUCKET KITCHEN SUPPLIES: MEASURING SUPPLIES 131 132 5 ea DISHER, STANDARD ROUND BOWL \$3.99 \$19.95 ABC Procurement Model No. 83000 Packed: ea DISHER SIZE 8 S/S WHITE W/GRAY (NSF) 133 12 ea DISHER, STANDARD ROUND BOWL \$3.99 \$47.88 ABC Procurement Model No. 84350 Packed: ea DISHER SIZE 30 S/S WHITE W/BLACK (NSF) 134 4 ea PORTION CONTROL SPOON LADLE \$0.93 \$3.72 ABC Procurement Model No. 89000 Packed: ea Portion Server PERFORATED 2 OZ Red 135 4 ea PORTION CONTROL SPOON LADLE \$0.93 \$3.72 ABC Procurement Model No. 89001 Packed: ea Portion Server SOLID 2 OZ Red 4 ea PORTION CONTROL SPOON LADLE 136 \$1.20 \$4.80 ABC Procurement Model No. 89004 Packed: ea Portion Server PERFORATED 4 OZ Green 4 ea PORTION CONTROL SPOON LADLE 137 \$1.20 \$4.80 ABC Procurement Model No. 89005 Packed: ea Portion Server SOLID 4 OZ Green

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Item	Qty	Description	Sell	Sell Total
9				
138	24 ea	MEASURING CUP Tablecraft Products Model No. 71289 Packed: 6 ea MEASURING CUP 1/4 S/S	\$0.83	\$19.92
139	24 ea	MEASURING CUP Tablecraft Products Model No. 567818 Packed: 24 ea MEASURING CUP 1/2 CUP	\$0.97	\$23.28
140	12 ea	MEASURING CUP Tablecraft Products Model No. 567819 Packed: 24 ea MEASURING CUP 1 CUP	\$1.33	\$15.96
141	24 ea	MEASURING SPOON Tablecraft Products Model No. 721C Packed: ea Measuring Spoon, 1 Tsp., stainless steel	\$0.36	\$8.64
142	36 ea	MEASURING SPOON Tablecraft Products Model No. 51860 Packed: 100 ea MEASURING SPOON 1 TABLESPOON	\$0.36	\$12.96
143	6 ea	MEASURING CUP Update International Model No. MEA-50PC Packed: 6 ea Dry Measuring Cup, 1 pint, polycarbonate	\$2.43	\$14.58
144	6 ea	MEASURING CUP Update International Model No. MEA-100PC Packed: 6 ea Dry Measuring Cup, 1 quart, 4-5/8" dia., 6"H, polycarbonate	\$3.69	\$22.14

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5/2/2014 Description Item Qty Sell **Sell Total** 2 ea MEASURING CUP 145 \$9.74 \$19.48 Update International Model No. MEA-400PC Packed: 6 ea Dry Measuring Cup, 4 quart, 7-3/8" dia., 9-3/4"H, polycarbonate KITCHEN SUPPLIES: UTENSILS 146 2 ea FRENCH WHIP 147 \$2.04 \$4.08 ABC Procurement Model No. 131450 Packed: 12 ea WHIP 16" FRENCH LONG- S/S 12 ea SERVING LADLE \$0.97 148 \$11.64 American Metalcraft Model No. 99471 Packed: 12 ea Ladle S/S One Piece 1 OZ. 149 8 ea **SERVING LADLE** \$2.53 \$20.24 Browne Foodservice Model No. 71235 Packed: ea Ladle 2 OZ Heat Resistand Blue Handle 150 36 ea **SERVING LADLE** \$1.46 \$52.56 American Metalcraft Model No. 99480 Packed: 12 ea Ladle S/S One Piece 4 OZ 151 4 ea **SERVING LADLE** \$2.44 \$9.76 Browne Foodservice Model No. 9944BLK Packed: ea Ladle, 4 Oz., 12-3/4"L, one piece, heat resistant to 391° F (200° C), polypropylene handle, 1.0 mm thickness, stainless steel, black 48 ea UTILITY TONGS 152 \$0.98 \$47.04 Winco Model No. 71232 Packed: 12 ea Tong Utility 7" S/S 18 ea UTILITY TONGS 153 \$0.67 \$12.06 ABC Procurement Model No. 97445 Packed: ea Tong 9 1/2" S/S Spring Initial: _

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Item	Qty	Description	Sell	Sell Total
5				
154	6 ea	UTILITY TONGS	\$0.88	\$5.28
5		ABC Procurement Model No. 97453 Packed: ea Tong 12" S/S Spring		
155	6 ea	UTILITY TONGS	\$1.05	\$6.30
5		ABC Procurement Model No. 97449 Packed: 120 ea Tong 16" Utility S/S		
156	6 ea	UTILITY TONGS	\$2.33	\$13.98
		Winco Model No. 71230 Packed: 6 ea		
		Tong Utility 9" Heat Resistant Yellow		
157	3 ea	UTILITY TONGS	\$2.33	\$6.99
		Winco Model No. 71231 Packed: 6 ea Tong Utility 9" Heat Resistant Blue		
		Tong Othity 3 Heat resistant blue		
158	6 ea	UTILITY TONGS	\$2.33	\$13.98
		Winco Model No. 71233 Packed: 6 ea		
		Tong Utility 9" Heat Resistant Red		
159	1 ea	MEAT TENDERIZER	\$3.91	\$3.91
		Winco Model No. AMT-2 Packed: 12 ea		
		Meat Tenderizer, 2-sided, 10-1/2" O.L., 3" x 3" square head, aluminum		
160	2 ea	PIE SERVER	\$1.01	\$2.02
		Libertyware Model No. 51242 Packed: 12 ea		
T		PIE SERVER 6" X 2" WOOD HANDLE		

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		Triwark 35 Kemp	_	- /2 /2 / 1
ltom	O+1.	Description	Call	5/2/2014
Item	Qty	Description	Sell	Sell Total
161	4 ea	SKIMMER Winco Model No. SCF-6S Packed: 12 ea	\$1.49	\$5.96
		Skimmer, 6-3/4", square, 20" handle, mesh (12 each per inner case, 48		
		each per master case)		
		cuen per muster cuse)		
161.1	2 ea	SKIMMER	\$1.49	\$2.98
		Winco Model No. SCF-6S Packed: 12 ea		
-		Skimmer, 6-3/4", square, 20" handle, mesh (12 each per inner case, 48		
		each per master case)		
162	2 ea	ICE CREAM SPADE	\$1.82	\$3.64
		Winco Model No. 71966 Packed: 12 ea	7-10-	****
		ICE CREAM SPADE		
163	12 ea	SOLID SERVING SPOON	\$0.83	\$9.96
100		ABC Procurement Model No. 89752 Packed: ea	φ0.03	φ3.30
- 5		SPOON 13" SOLID S/S(NSF)		
164	4 ea	STEAK WEIGHT	\$11.66	\$46.64
		Vollrath Model No. 120750 Packed: 12 ea	¥ = = 100	7
	47709	STEAK WEIGHT ALUMINUM		
4.	N. /4			
165	3 ea	SOLID TURNER	\$6.04	\$18.12
		American Metalcraft Model No. 19075 Packed: 60 ea	•	
		Hamburger/Pizza Turner/Server, 4" x 6" stainless blade, wood handle,		
-		11-5/8" overall length		
166	6 ea	SOLID TURNER	\$7.95	\$47.70
		Admiral Craft Model No. CUT-T83WH Packed: 24 ea	77.00	Ψσ
		Cake Turner, 8" x 3" stainless steel blade with mirror finish, white		
		polypropylene handle, Advantage Series, NSF		
167	6 ea	SOLID TURNER	\$2.34	\$14.04
_•.		Johnson-Rose Model No. 3053 Packed: 120 ea	Ţ=.5 ·	72.101
		Flexible Turner, 3" x 8-1/4", solid blade, firm grip, stainless steel,		
		polypropylene brown handle, dishwasher safe		
		1 11 11 11 11 11 11 11 11 11 11 11 11 1		

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Item	Qty	Description	Sell	Sell Total
	-			
168	2 ea	SCOOP ABC Procurement Model No. 116952 Packed: 36 ea SCOOP 58 OZ CAST ALUMINUM	\$4.42	\$8.84
169	28 ea	PLASTIC SPATULA Winco Model No. 71963 Packed: 12 ea SCRAPER 16" HIGH HEAT ECONO 500 DEGREE	\$3.18	\$89.04
170	6 ea	TOMATO SCOOPER/CORER Prince Castle Model No. 147652 Packed: 24 ea TOMATO CORE-IT	\$1.71	\$10.26
171		KITCHEN SUPPLIES: MISCELLANEOUS KITCHEN SUPPLIES		
172	1 ea	CUTTING BOARD San Jamar Model No. CB1824QS Packed: 1 st Cut-N-Carry® Cutting Board Set, includes (4) 18" x 24" x 1/2" boards (1 each yellow, red, green, white) & 1 wall chart, food safety hook, NSF	\$94.81	\$94.81
173	4 ea	CUTTING BOARD Winco Model No. CBWT-610 Packed: 20 ea Cutting Board, 6" x 10" x 1/2" thick, rectangular, white	\$1.74	\$6.96
173.1	2 ea	CUTTING BOARD Winco Model No. CBWT-610 Packed: 20 ea Cutting Board, 6" x 10" x 1/2" thick, rectangular, white	\$1.74	\$3.48
174	1 ea	GLOVES Victorinox Swiss Army Model No. 162154 Packed: 12 ea GLOVE SAFETY LARGE	\$12.29	\$12.29

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Item	Qty	Description	Sell	Sell Total
Resistant Gloves				•
175	6 ea	OVEN MITT Winco Model No. OMF-17 Packed: 12 ea Oven Mitt, 17", flame resistant up to 400° (12 each per inner case, 72 each per master case)	\$1.94	\$11.64
176	2 ea	BUCKET OPENER Update International Model No. PO-8P Packed: 12 ea Pail Opener, plastic	\$1.90	\$3.80
177	10 ea	PASTRY BRUSH Carlisle Model No. 4040505 Packed: 12 ea Pastry Brush, 3" wide, molded in hanging hook, heat resistant to 500°F, stain and odor resistant, dishwasher safe, silicone, red (Cash n' Carry)	\$4.13	\$41.30
177.1	2 ea	PASTRY BRUSH Carlisle Model No. 4040505 Packed: 12 ea Pastry Brush, 3" wide, molded in hanging hook, heat resistant to 500°F, stain and odor resistant, dishwasher safe, silicone, red (Cash n' Carry)	\$4.13	\$8.26
178	1 ea	GLOVES Dexter Russell Model No. 176452 Packed: ea GLOVE SAFETY MEDIUM	\$10.47	\$10.47
179	12 ea	SHAKER/DREDGE Vollrath Model No. 4961-1332 Packed: 12 cs Dripcut™ Dredge, 16 oz., clear bottle w/medium holes (.100 diameter), beige lid, 6-1/4"H, 2-7/8" diameter **EXTRA 5% FOR VOLLRATH SPECIAL ITEMS ON QSL OPENINGS ONLY	\$30.41	\$364.92
180	12 ea	SHAKER Vollrath Model No. 4961-1308 Packed: 12 cs Dripcut™ Dredge, 16 oz., clear bottle w/large holes (.180 diameter), yellow lid, 6-1/4"H, 2-7/8" diameter	\$30.41	\$364.92
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Item	Qty	Description	Sell	Sell Total
		**EXTRA 5% ON VOLLRATH SPECIAL ITEMS FOR QSL OPENINGS ONLY.		
181	2 ea	GRILL SCRAPER Nemco Model No. 144700 Packed: ea SCRAPER REDI GRIL	\$29.53	\$59.06
182	2 ea	GRILL SCRAPER BLADE Nemco Model No. 144750 Packed: 6 ea BLADE REPLACE FOR REDI-GRIL SCRAPER	\$2.50	\$5.00
183	1 ea	Not Found Model No. 187820 Packed: 6 ea CUP DISPENSER - CONETYPE 8-12 OZ CUPS	\$26.88	\$26.88
184	1 cs	PAPER CUP SOLO CUP COMPANY Model No. 4BR-J8614 Packed: 1 cs Paper Cone cup, 4 oz., 5000/cs	\$50.11	\$50.11
185	8 ea	GRILL BASTING COVER Carlisle Model No. 120812 Packed: 12 ea BASTING GRILL COVER-ALUMINUM-6" DIAM	\$4.56	\$36.48
186	1 ea	COLANDER Winco Model No. ALO-11BH Packed: 6 ea Colander, 11 quart, with handles, aluminum	\$14.21	\$14.21
187	1 st	DayMark Food Safety Systems Model No. 200409 Packed: 1 st DAYMARK DISPENSER W/1 RL. EACH DAY - 1"	\$56.58	\$56.58

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Item	Qty	Description	Sell	Sell Total
188	6 pk	SQUEEZE BOTTLE	\$3.49	\$20.94
4		Winco Model No. PSB-24C Packed: 6 pk		
		Squeeze Bottle, 24 ounce, plastic, clear, (6 each per pack, 6 packs p	er	
		case)		
189	36 ea	SQUEEZE BOTTLE	\$1.00	\$36.00
	1	Winco Model No. 71295 Packed: 6 ea		
	1	SQUEEZE BOTTLE 32 OZ. CLEAR WIDE MOUTH		
190	1 ea	BRUSH, WIRE	\$23.31	\$23.31
		FMP Model No. 133-1172 Packed: ea		
SHRIN	TORSE .	Broiler/Grill Brush, with 24" handle, heavy duty coarse bristles		
	2 ea	133-1173 Broiler/Grill Brush, with out handle, heavy duty coarse bristles	\$11.63	\$23.26
			ITEM TOTAL:	\$46.57
191		KITCHEN SUPPLIES: EQUIPMENT		
192	1 ea	DICER	\$171.66	\$171.66
1.1		Vollrath Model No. 15001 Packed: ea		
300	J	Redco® InstaCut™ 3.5 Dicer, manual, 3/8" dice, table top, NSF		
193	1 ea	TOMATO SLICER	\$249.15	\$249.15
7		Nemco Model No. 56600-2 Packed: ea	·	·
1.6		Easy Tomato Slicer II, 1/4" compact slice, razor-sharp blades,		
-		pretensioned cartridge blade assembly, specially placed guards,		
		polyethylene slide board, ergonomic handle & self-lubrication track	ζ,	
		rubber feet & table stop, NSF		
194	2 ea	PORTION SCALE	\$46.69	\$93.38
	>	Taylor Precision Model No. 139262 Packed: 4 ea		
0		SCALE ROTATING DIAL32 X 1/4 OZ NSF		
195	1 ea	SCALE, PORTION, DIAL	\$47.48	\$47.48
		Taylor Precision Model No. 139270 Packed: 4 ea		

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SCALE PORTION RUSTLESS 5# X 1/2 OZ

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Item	Qty	Description	Sell	Sell Total
O	ĺ			
196	1 ea	PORTION SCALE	\$49.98	\$49.98
		Taylor Precision Model No. 139279 Packed: 4 ea SCALE DIGITAL COMPACT - 10 LB X .1 OZ.		
197	1 ea	PORTION SCALE	\$405.26	\$405.26
		Edlund Model No. WSC-10 OP Packed: ea		
		Poseidon™ Scale, Digital Portion, oversized, six capacity display		
1000		options, 10 lbs x .1 oz./ 10 lbs. x .005 lbs./ 10 lbs. x 1/8 oz./ 5000 g x 2	1	
		g/ 160 oz. x .05 oz./ 160 oz. x 1/8 oz., 7" x 10" one-piece stainless ste	el	
		platform, stainless steel body, programmable, adjustable feet,		
		self-calibrating feature, Dual Housing Technology™, Scale Within a		
		Scale [™] design, 4 "AA" batteries (not included), AC power supply, NSF	;,	
		CUL, UL, CE		
198	1 ea	CAN OPENER, MANUAL	\$104.57	\$104.57
2		Edlund Model No. 137450 Packed: 3 ea		
		CAN OPENER TABLE STYLE W/BASE		
100	1	FOOD WARNAGE HOT FUNCE (CARAME)		
199	1 ea	FOOD WARMER, HOT FUDGE/CARAMEL	\$144.58	\$144.58
112	1	Server Products Model No. 82066 Packed: ea		
		FOOD SERVER, Base (Only), for Rethermalization, stainless steel water-bath warmer accepts 3 quart (2.8 L) stainless steel jar (94009)	0.5	
1		food manufacturer's #10 can, jar not included, (500with 120V), NSF 8		
		C-UL-US LISTED	x	
	1 ea	86819 Squeeze Bottle Inset Kit, for Signature Touch™, Inset & (3)	\$74.74	\$74.74
	_ 00	Bottles, drop-in bottle holder inset with (3) 16 oz (.47 L) high-density	·	φ,, ι
		squeeze bottles (86809)		
	1 ea	2-Year warranty		
			ITEM TOTAL:	\$219.32
200	3 ea	CHECK HOLDER	\$15.20	\$45.60
		American Metalcraft Model No. 145306 Packed: ea	·	•
		SLIDE ORDER RACK 48"SILVER		

Case 23-03245 Document 1-64 Filed in TXSB on 11/08/23 Page 85 of 149 TriMark SS Kemp

			_	5/2/2014
Item	Qty	Description	Sell	Sell Total
201	1 ea	THERMOMETER, FLEXIBLE PROBE	\$206.04	\$206.04
	7	Cooper-Atkins Model No. 94003-K Packed: ea		
1	/	AquaTuff™ Kit, 6-1/2" x 1-1/4" x 2-1/4" (16.5cm x 3.1cm x 5.7cm),		
		temperature range -100° to 999°F (-73° to 537°C), ±0.5°F/±0.3°C		
-		temperature accuracy, with 35100-K waterproof digital thermocouple,		
		50209-K micro hemi-tip probe & 9369 bracket (Atkins)		
202	1 ea	INFRARED THERMOMETER	\$76.95	\$76.95
D		Taylor Precision Model No. 9306N Packed: ea		
	1	Infrared Thermocouple Thermometer, splash-proof, 4" fold out probe,		
		infrared temperature range -67° to 482°F/-55° to 250°C, +/-2°F, .1°F/C°		
		resolution, 1 second response time, thermocouple range -67° to		
		626°F/-55° to 330°C, step down probe, white light targeting zone,		
		minimum/maximum, lock, hold, auto off and low battery indicator,		
		operates on 2 AAA batteries (included), carrying case, HACCP check		
203	24 ea	POCKET THERMOMETER	\$3.58	\$85.92
,		Taylor Precision Model No. 139855 Packed: 36 ea		
		THERMOMETER POCKET W/1" DIAL (0 TO +220)		
204	24 ea	REFRIG/FREEZER THERMOMETER	\$2.58	\$61.92
7		Taylor Precision Model No. 140005 Packed: 6 ea		
170		THERMOMETER DIAL REFRIGERATOR & FREEZER		
204.1	12 ea	POCKET THERMOMETER	\$17.18	\$206.16
		Taylor Precision Model No. 139872 Packed: 6 ea	7-11-2	7-22:-2
	Darend	THERMOMETER DISHWASHER DIGITAL/-40-450F		
~	M			
205	1 ea	TIMER, ELECTRONIC	\$377.34	\$377.34
		Prince Castle Model No. 740-T4 Packed: ea	,	, s s
		Timer, Electric, 4-channel, single function, bold LCD readout, 10 ft.		
100000		cord, "fat plug" transformer, 120v/60/1ph, .083 amps, NEMA 5-15P		
_	7	cora, rat plag transformer, 1200, 60, 1ph, 1005 amps, 12101115		
206	6 ea	CHECK HOLDER, BAR	\$25.99	\$155.94
		San Jamar Model No. CK6560A Packed: 6 ea		
		Slide Check Rack, 60"L x 3/4"W x 3"H, glass marbles for smooth sliding,		
- 1		anodized aluminum (bagged with header card)		
		,		

Initial: __

Date

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	Cu	TriMark SS Kemp	gc 00 01 140 —	Date 5/2/2014
Item	Qty	Description	Sell	Sell Total
207	1 ea	HAND TRUCK Nexel Model No. HT600 Packed: ea Utility Hand Truck, 6" x 13-3/4" nose plate, 1" dia. tubular steel frame, double welded at stress points, 51-3/4"H, 10" x 3-1/2" pneumatic wheels, bright orange enamel finish, rust resistant, 600 lb. capacity	\$76.64	\$76.64
208	1 ea	MAGNETIC KNIFE HOLDER Winco Model No. WMB-18 Packed: 12 ea Magnetic Bar, 18", wooden base	\$7.20	\$7.20
209	1 ea	MAGNETIC KNIFE HOLDER Winco Model No. WMB-24 Packed: 12 ea Magnetic Bar, 24", wooden base	\$9.25	\$9.25
210	1 ea	KNIFE RACK Not Found Model No. 167684 Packed: ea SAF-T-KNIFE STATION- KNIFE STORAGE	\$21.72	\$21.72
211	6 ea	FRY BASKET Pitco Frialator Model No. P6072185 Packed: ea Basket, (1) oblong/triple size, 17" x 5-5/8" x 5-3/4" deep, front handle, regular mesh (3/fryer), models SG18, E18, SSH75	\$67.00	\$402.00
212	4 ea	POST Centaur Model No. 70315 Packed: 4 ea POST 74"H STATIONARYCHROME PLATED **FOR BAG IN A BOX	\$6.94	\$27.76
213	3 ea	WIRE SHELVING Centaur Model No. 70338 Packed: 4 ea SHELF WIRE 24"W X 36"L, CHROME PLATE NSF **FOR BAG IN A BOX	\$20.14	\$60.42
214	1 ea	DISH CART	\$131.82	\$131.82

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Carlisle Model No. 167382 Packed: ea CART UTILITY W/END PANELS-BLACK

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Date 5/2/2014

Item	Item Qty Description		Sell	Sell Total
E	3			
215	16 pk	SHELVING ACCESSORIES Focus Foodservice Model No. 525350 Packed: 1 pk SHELF LABEL HOLDER-3"X1-1/4" BLK/PACK 4	\$2.86	\$45.76
216		JANITORIAL:		
217	12 ea	TRIGGER SPRAYER Continental Commercial Products Model No. 70879 Packed: 200 ea SPRAY TRIGGER FOR 24OZ.SPRAY BTL 171586	\$0.51	\$6.12
218	6 ea	SPRAYER BOTTLE Continental Commercial Products Model No. 171586 Packed: 100 ea SPRAY BOTTLE ONLY-24OZ. PLASTIC	\$0.63	\$3.78
219	12 ea	Not Found Model No. 16768 Packed: 12 ea KLEEN PAIL SMALL 3 QT. RED	\$2.55	\$30.60
220	12 ea	Not Found Model No. 167673 Packed: 12 ea KLEEN PAIL MEDIUM 6QT. RED	\$3.33	\$39.96
221	6 ea	Not Found Model No. 56642 Packed: 12 ea KLEEN PAIL SMALL 3 QT. GREEN	\$2.70	\$16.20
222	8 ea	DISHWASHER RACK EXTENDER Carlisle Model No. 192222 Packed: 6 ea EXTENDER FOR RG16 RACKS	\$6.46	\$51.68

Quaker Steak & Lube-League City-**Opening Smallwares Quote**

Quaker Steak & Lube - League City

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Date 5/2/2014

Item	Qty	Description	Sell	Sell Total
223	1 ea	BOWLS DISHWASHER RACK	\$13.10	\$13.10
A Dr		Crestware Model No. RBPT Packed: 6 ea	,	•
	1	Dishwasher Plate & Tray Rack, peg, closed-end, chemical resistant		
25	,	polymers, handgrips, gray		
223.1	4 ea	BOWLS DISHWASHER RACK	\$13.10	\$52.40
		Crestware Model No. RBPT Packed: 6 ea		
	1	Dishwasher Plate & Tray Rack, peg, closed-end, chemical resistant		
		polymers, handgrips, gray		
224	5 ea	FLATWARE DISHWASHER RACK	\$13.10	\$65.50
Marian .		Crestware Model No. RBFS Packed: 6 ea		
		Dishwasher Flatware Rack Base, 20" x 20", flat and open, thick mesh		
		bottom, chemical resistant polymers, handgrips, gray		
224.1	1 ea	FLATWARE DISHWASHER RACK	\$13.10	\$13.10
asimilar .		Crestware Model No. RBFS Packed: 6 ea		
		Dishwasher Flatware Rack Base, 20" x 20", flat and open, thick mesh		
		bottom, chemical resistant polymers, handgrips, gray		
225	12 ea	GLASSES DISHWASHER RACK	\$25.10	\$301.20
The state of the s		Carlisle Model No. 191398 Packed: 4 ea		
		RACK GLASS 16 COMP 19 3/4x19 3/4 x 5 1/2		
226	3 ea	FLATWARE DISHWASHER RACK	\$6.75	\$20.25
-		Crestware Model No. FWB8 Packed: 12 ea		
		Dishwasher Flatware Rack, 8 compartment, with handles, chemical		
	9	resistant polymers, gray		
227	3 ea	RACK DOLLY	\$88.05	\$264.15
		Carlisle Model No. 50848 Packed: ea		
t s	V	DOLLY ALUM. NO HANDLE GLASS RACK		
-				

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			_	5/2/2014
Item	Qty	Description	Sell	Sell Total
228 24 ea		ABC Procurement Model No. 73750 Packed: 72 ea SILVERWARE CYLINDER- POLYETHYLENE	\$0.65	\$15.60
229	3 ea	FLOOR SQUEEGEE Rubbermaid Model No. 117912 Packed: 10 ea SQUEEGEE FLOOR MOSS18"	\$5.68	\$17.04
230	3 ea	HANDLE Carlisle Model No. 155150 Packed: 12 ea HANDLE WOOD TAPEREDTIP 54" {017-54}	\$3.45	\$10.35
231	2 ea	WINDOW SQUEEGEE Carlisle Model No. 155609 Packed: 6 ea SQUEEGEE 12" DOUBLEBLADE	\$5.67	\$11.34
232	6 ea	FLATWARE HOLDER Winco Model No. PL-4B Packed: 12 ea Cutlery Bin, 4 compartment, made in USA, NSF	\$4.31	\$25.86
233	10 ea	BUS BOX Tablecraft Products Model No. 170540 Packed: 6 ea TOTE BOX DIVIDED 17"X 22" X 7" H-BROWN	\$9.95	\$99.50
234	1 ea	BUS BOX Vollrath Model No. 14652 Packed: ea SILVERWARE SOAK SYSTEM GRAY	\$33.95	\$33.95
235	4 ea	MOP HANDLE Rubbermaid Model No. 51546 Packed: 12 ea MOP HANDLE 60" WOOD	\$7.93	\$31.72

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Date

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Date 5/2/2014

Item	Qty	Description	Sell	Sell Total
	1			
236	12 ea	WET MOP HEAD	\$4.13	\$49.56
		Rubbermaid Model No. 164151 Packed: 12 ea		
		MOP HEAD CUT HEAD-COTTON-WHITE -SIZE 32		
237	3 ea	MOP BROOM HOLDER	\$45.32	\$135.96
		FMP Model No. 159-1139 Packed: ea		
		Mop/Broom Holder, 7-9/16", wall mounted, 2 hangers, stainless steel		
238	2 ea	MOP BUCKET WRINGER COMBINATION	\$44.87	\$89.74
		Continental Commercial Products Model No. 164218 Packed: ea		
		MOP BUCKET(26 QT)/WRINGER COMBO BRONZE		
The second	P			
239	8 ea	FLOOR SIGN	\$7.25	\$58.00
CAUTION VET FLOOR		Continental Commercial Products Model No. 171682 Packed: 6 ea SIGN WET FLOOR - ENGLISH/SPANISH	,	·
240	2 ea	TRASH CONTAINER, STATIONARY	\$380.86	\$761.72
	r	Rubbermaid Model No. FG9P9000DGRN Packed: ea		
		Plaza™ Jr. Container, 35 gallon, dark green		
	4 ea	FG356300BEIG Rigid Liner, 19 gallon, 14-1/5" sq x 28" H, trimmed to fit 9P90, 9P91, 3966, 3967, beige	\$57.26	\$229.04
		ІТЕ	M TOTAL:	\$990.76
241	18 ea	GARBAGE CAN	\$20.87	\$375.66
	Г	Rubbermaid Model No. 51500 Packed: 4 ea		
		TRASH CONT SLIM JIM23 GAL. BROWN		
242	4 ea	GARBAGE CAN	\$56.59	\$226.36
		Rubbermaid Model No. 166700 Packed: 4 ea		

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Date 5/2/2014

Item	Qty	Description	Sell	Sell Total
		TRASH CONT SQ BASE 23 GAL BEIGE		
243	4 ea	GARBAGE COVER	\$24.08	\$96.32
		Rubbermaid Model No. 168000 Packed: 4 ea TRASH CONT TOP UNTOUCHABLE SQUARE BEIGE		
244	1 ea	GARBAGE CAN	\$17.66	\$17.66
BUILTY	1	Rubbermaid Model No. 51454 Packed: 6 ea		
		TRASH CONT BRUTE 32GAL GRAY W/O LID		
245	2 ea	GARBAGE CAN	\$41.58	\$83.16
MINUTE	ì	Rubbermaid Model No. 51457 Packed: 3 ea		
		TRASH CONT 55 GAL. W/O. LID GRAY		
246	2 ea	GARBAGE CAN DOLLY	\$25.98	\$51.96
		Rubbermaid Model No. 51458 Packed: 2 ea		
5 3	W	DOLLY FOR BRUTE CONTAINER BLACK		
247	2 ea	WATER SPRAY GUN	\$6.71	\$13.42
		Apex Matting & Foodservice Products Model No. 171669 Packed: 5		
Minimum .	1	HOSE NOZZLE HEAVY DUTY INSULATED		
248	2 ea	HOT WATER HOSE	\$32.66	\$65.32
TANK I		Apex Matting & Foodservice Products Model No. 74022 Packed: 5		
		ea HOSE HOT WATER 50' HEAVY DUTY		
249	12 ea	BROOM	\$3.93	\$47.16
1		Winco Model No. BRM-60L Packed: 12 ea		
		Lobby Broom, 60", angled, PVC bristles		

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				5/2/2014
Item	Qty	Description	Sell	Sell Total
250	6 ea	BROOM Rubbermaid Model No. 155706 Packed: 12 ea BROOM FOR LOBBY DUSTPAN-POLY PROP.	\$6.61	\$39.66
251	6 ea	LOBBY DUST PAN Winco Model No. 71280 Packed: 12 ea DUST PAN LOBBY 13"	\$6.87	\$41.22
252	3 ea	FLOOR SCRUB BRUSH Carlisle Model No. 152845 Packed: 12 ea BRUSH SCRUB FLOOR HI-LO-WITHOUT HANDLE	\$8.62	\$25.86
253	3 ea	HANDLE Carlisle Model No. 155800 Packed: 12 ea HANDLE WITH THREADEDMETAL TIP - 60"	\$3.25	\$9.75
254	3 ea	BRUSH Winco Model No. BRN-8P Packed: 12 ea Pot Scrubbing Brush, 8", with nylon bristles, plastic (12 each per inner case, 72 each per master case)	\$3.03	\$9.09
255	5 ea	FULLER BRUSH CO. Model No. 112245 Packed: 6 ea SWEEPER ALL SURFACE-SINGLE ROLLER-RUBBER	\$37.89	\$189.45
256	2 ea	Not Found Model No. 167690 Packed: 2 ea SAF-T-ICE - SANITARYICE TOTE	\$31.64	\$63.28
257	1 ea	VACUUM CLEANER Oreck Commercial Model No. OR102 Packed: ea Commercial Vacuum, upright, 16' cleaning path, ergonomic handle, magnet bar, teflon coated shake-out bag, chrome motor hood, 50 ft	\$263.90	\$263.90

Quaker Steak & Lube-League City-**Opening Smallwares Quote**

Quaker Steak & Lube - League City

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Date

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Date 5/2/2014

Item	Qty	Description	Sell	Sell Total
		cord, 870 watt motor (lifetime warranty on fan)		
	1 ea	1-year warranty		
258		FURNITURE:		
259	8 ea	BOOSTER CHAIR Cambro Model No. 100BCS519 Packed: 4 ea Booster Seat, single height, polyethylene, with strap (must order in multiples of 4 each), green	\$31.00	\$248.00
260	10 ea	HIGH CHAIR ABC Procurement Model No. 141230 Packed: ea HIGH CHAIR WOOD LT.OAK FINISH-KNOCK DOWN	\$29.67	\$296.70
261	2 ea	BABY CARRIER STAND Koala Kare Products Model No. 56340 Packed: ea INFANT SEAT KRADLE BLUE/WHITE	\$72.63	\$145.26
262	4 ea	ASH AND CIGARETTE RECEPTACLE Rubbermaid Model No. 164553 Packed: ea SMOKERS STATION CHARCOAL 39"H X 16"DIA	\$146.93	\$587.72
263	4 dz	WINE GLASS Libbey Glass Model No. 41964 Packed: 1 dz VINA WINE 18 1/2 OZ.	\$35.90	\$143.60
264	72 dz	STEAK KNIFE Winco Model No. K-85P Packed: 24 dz Jumbo Steak Knife, 5" blade, round tip blade, plastic riveted handle	\$7.65	\$550.80
265	90 dz	DINNER FORK World Tableware Model No. 21592 Packed: 3 dz	\$8.74	\$786.60

Quaker Steak & Lube-League City-**Opening Smallwares Quote**

Quaker Steak & Lube - League City

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		TriMark SS Kemp	ago o . o. 1 .o	Date
				5/2/2014
Item	Qty	Description	Sell	Sell Total
		GENEVA DINNER FORK S/S 18/0		
U		**OPTION 4 FORK		
266	36 dz	BOUILLON SPOON	\$8.74	\$314.64
- 1		World Tableware Model No. 21591 Packed: 3 dz		
Λ		GENEVA BUILLON SPOONS/S 18/0		
0		**OPTION 4 SOUP SPOON		
267	36 dz	ICED TEA SPOON	\$8.85	\$318.60
- 1		World Tableware Model No. 21673 Packed: 3 dz		
Λ		GENEVA ICED TEA SPOON 18/0		
268	90 dz	DINNER KNIFE	\$20.30	\$1,827.00
		World Tableware Model No. 160 5501 Packed: 1 dz	•	, ,
Λ		Dinner Knife, serrated blade, solid handle, 18/0 stainless steel, extra		
		heavy weight, Geneva™, Brandware® Collection		

Initial: _____

\$27,303.91

Total

Case 23-03245 Document 1-64 Filed in TXSB on 11/08/23 Page 95 of 149 Date TriMark SS Kemp Date 5/2/2014

Printed Name:

Fax: (877) 288-6119

16634 Sperry Gardens Dr Houston, TX 77095

Tel: (713) 227-4966 Fax: (877) 288-6119 capizmocommunications.com

Proposal #: 4846

Order Type: New Proposal Date: 4/01/2014 Quote Valid Until: 5/01/2014

Sales Representative: Pamela Reeves Sales Rep. Email: pamelar@capizmo.com Payment Method: Credit Card

Customer Name: Quaker Steak and Lube

Customer Since: N/A Contract Start: TBD **Contract Maturity:** TBD

Term of Commitment: 0 months from date of

Service activation per the Terms of Service

Customer Information:

Company: Contact: Street Address: City, State, Zipcode: Phone:

Billing Address Quaker Steak and Lube Michael Sharifi 2502 South Gulf Freeway League City, TX 77573

713-906-7481 msharifi@thelube.com

Shipping Address

Quaker Steak and Lube Michael Sharifi 2502 South Gulf Freeway League City, TX 77573

713-906-7481 msharifi@thelube.com

Monthly Recurring Charges (MRC)

Fax:

Mobile:

Email:

QTY	Item ID	Description	Monthly Ta	Monthly Ext
		None		
	The state of the s			
			MRC Sub	total \$0.00

Non Recurring Charges (NRC)

QTY	Item ID	Description		Price	Tax	Price Ext
1	NEC-SL-DQS-12BTN	NEC SL1100 Digital Quick Start Bundle with 12BTN Consists of (1) 1100010 SL1100 Main KSU (0 x 8 x 4)		\$2,398.99	Yes	\$2.398.99
		 (1) 1100022 4-Port CO Trunk Daughter Board (1) 1100112 2-Port InMail CompactFlash (6) 1100061 Digital 12-Button Telephone (Black) (1) 808920 Installation Cable (1) 1100066 Designation Sheets for 12-Button Telephones" 		78		
1	NEC-SL-CO-EXP-04	NEC SL1100 4-Port CO Trunk Daughter Board 4-Port CO Trunk Daughter Board IP4WW-4COIDB-B1		\$198.99	Yes	\$198.99
1	NEC-DECT-PH	NEC Digital Cordless DECT Telephone Digital Cordless DECT Telephone	7.	\$609.00	Yes	\$609.00
1	BLUE-BOARD-100PR	Blue Backboard with 2 Brackets for 66-Blocks Blue Backboard with 2 Brackets for 66-Blocks		\$25.00	Yes	\$25.00
1	66-BLOCK-50PR	66-Block 50 Pair Cat 5 66-Block 50 Pair Cat 5		\$12.99	Yes	\$12.99
1	MSHRM-MGMT-4SP	Suttle Wire Management Frame with 4 spools Suttle Wire Management Frame with 4 spools		\$17.99	Yes	\$17.99
1	BB-MM-PRO700LCD	PRO-LCD 700 Uninterruptible Power Supply Minute Man Battery Backup 700 LCD		\$249.99	Yes	\$249.99
1	CST-DSCT	Preffered Customer Disount \$612.95 Discount		\$-612.95	No	\$-612.95
······································		·		NRC	Subtotal	\$2,900.00

877-288-6119

Service Activation Form

Fax: (877) 288-6119

16634 Sperry Gardens Dr Houston, TX 77095

Tel: (713) 227-4966 Fax: (877) 288-6119 capizmocommunications.com Proposal #: 4846

Order Type: New Proposal Date: 4/01/2014 Quote Valid Until: 5/01/2014

Sales Representative: Pamela Reeves Sales Rep. Email: pamelar@capizmo.com

Payment Method: Credit Card

Customer Name: Quaker Steak and Lube

Customer Since: N/A Contract Start: TBD **Contract Maturity: TBD**

Term of Commitment: 0 months from date of

Service activation per the

Terms of Service

Notes:

Please note that the discount is based on a cash purchase. Capizmo requires a 60% deposit upon approval and the remainder 40% is due upon completion.

Warranty is one-year parts and labor for defects in workmanship, or parts that fail do to normal use. Warranty does not apply to natural disasters, abuse, misuse, war, riots or insurrection. Any electronics parts damaged by lightning are typically covered under the client's insurance

Due At Signing	
Monthly Recurring	\$0.00
Non-Recurring	\$2,900.00
Sales Tax	\$239.24
Total Due at Signing	\$3,139,24

Summary	
Monthly Recurring	\$0.00
Non-Recurring	\$2,900.00
Sales Tax	\$239.24
USF	\$0.00
Total	\$3,139.24

The undersigned acknowledges that they have received, read, accepted, and agreed to the Capizmo Terms of Service, and ALL Capizmo Terms and Conditions incorporated by this reference.

Signature: **Print Name:** Sharifi michael

Title: 410814 Date: 0

Confidential and Proprietary to Capizmo This proposal is provided to the Entity(s) and Individual(s) listed above only, and may not be disclosed or forwarded to any other party without the express, written consent of Capizmo



INVOICE

INVOICE #:

15495-001

Customer Name Address

QUAKER STEAK & LUBE MIKE MICHAELIS 2502 GULF FWY

LEAGUE CITY, TX 77573-

Terms: Net 60 days

DATE: 04/10/14

DESIGN NUMBER =

Job Description:

INVOICE DESCRIPTION

TOTAL AMOUNT DUE

AMOUNT \$13,738,26

\$13,738.26

15495-001

16030- 2436452- 2502 GULF FWY (QUAKER STEAK & LUBE

Customer Required Payment

COMMENTS: Prepayment before service

Remit To:

Texas New Mexico Power Phyllis Celestine 1207 W Parkwood Friendswood, TX 77546

For questions about this invoice please contact - -** WILLIAM TEMPLE @ (281) 996-0453 EXT. 7120 **

Please include invoice number with your payment. Thank you.

PRICES MAY VARY IF NOT PAID WITHIN 60 DAYS

MR VINCENT



INVOICE

INVOICE #:

15495-001

Customer Name Address

QUAKER STEAK & LUBE MIKE MICHAELIS 2502 GULF FWY LEAGUE CITY, TX 77573-

Terms: Net 60 days

TOTAL AMOUNT DUE

AMOUNT

\$13,738,26

\$13,738.26

DATE: 04/10/14

INVOICE DESCRIPTION

15495-001

DESIGN NUMBER = 16030- 2436452- 2502 GULF FWY (QUAKER STEAK & LUBE Job Description:

Remit To:

Customer Required Payment

COMMENTS: Prepayment before service

Texas New Mexico Power Phyllis Celestine 1207 W Parkwood Friendswood, TX 77546

For questions about this invoice please contact - -** WILLIAM TEMPLE @ (281) 996-0453 EXT. 7120 ** Please include invoice number with your payment. Thank you.

1030

SALT & PEPPER RESTAURANTS INC

JEW MEXICO POWER Thirteen thousand Seven Hundred thir

Trustmark NV# 15495-001

SUGAR LAND, TX 77479

@ 2502 S. QUEF FRNY "001030" 1:0653002791: "3000154476"

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Vendor Safe Technologies, LLC

Invoice

7324 Southwest Frwy Suite 1700 Houston, TX 77074 (713) 929-0200 accounting@vendorsafe.com

Date	Invoice #
5/7/2014	92940

Bill To	
Salt and Pepper Restaurants Inc 2502 South Gulf Freeway League City, TX 77573	

Installation Location	
Quaker Steak & Lube 2502 South Gulf Freeway League City, TX 77573	

Terms	Rep	Account #
CC	PR	SAL-012

Quantity	Description	Price Each	Amount
1 1 1 1	Shipping and Handling Titanium Package Implementation Fee Cisco WAP 200 Titanium Package - June 2014 Services (May prorate cannot be calculated until the firewall ships)	20.00 500.00 250.00 79.95	20.00T 500.00T 250.00T 79.95T
	Customer has requested to make all payments by check. Once payment is received for this invoice order will be processed. Credit card information will be kept on file and if payment is not received when we process auto payments on approximately the 20th of each month credit card will be filed. Sales Tax	8.25%	70.12
		Total	\$920.07



Equipment Contract

N. Wasserstrom & Sons, Inc.

	Contract made this	20th day	y of	Februar	у	2014, between			
	D	BA: Quaker Steak	& Lube -	Learne	Tity		1		
		Salt & Pepper					1		
			eleste Ct						
		Sugar Land	I, TX 774	479					
rincipal p o as "Wa	rr referred to as Purchaser, place of business is located sserstrom".	f at 2300 Lockbour						red	
or the re	staurant equipment to be d	lelivered to:							
		0.1.0					1		
		Quaker St 2502 South							
		League City							
ONTR/	ACT (CHANGE ORDER	S TO PURCHAS	E EOUI	PMENT	MAY	AFFECT TOTA	П		
Equipmen	nt Breakdown (Per Purc	hase Agreement)							
	Custom Millwork		5						
	Custom Stainless Direct Ship Items		5	129.4	02.29				
	Consolidated Items		5	129,4					
Equipme			3	100,3	23.89		s	380,246.48	
-durbane	in Tinair							380,240.48	
Delivery	& Handling (Per Purcha	se Agreement)					S	7,871.00	
ncoming	Freight (Per Purchase A	greement)					8	2,076.98	
nstallati	on (Per Purchase Agreen	nent)					\$	11.864.50	
stimate	i Sales Tax						\$	26,524.95	
Note:	Sales tax will be charg in the county and state		dicable						
Total Cor	ntract Price						S	428,583.91	
Vasserstr	om agrees to furnish the a	tached listed items	of equip	oment sub	ject to	the following con	ditio	ns:	
ERMS	OF SALE								
	osit due with contract Due 7 days prior to ship	ment							
All prices	are based on payment by	cash, check or wire	2/						
have rev	iewed the attached Purcha	ra Americani and	God it on				_		
Check Or			written	niece					
				correction	ıs (initi	al corrections and	forv	ward copy	
	of Puro	hase Agreement w							
Quote No	QUA039	Revision No.		2		Date	_	1/29/2014	
		_			_		_		

-	-		_				- 3
		I have accepted this contract a	s signed and further under	tand that I must include the fol	lowing to fully execute:		
		Check as applicable:					
		Deposit: (Please note on cl	heck " Restaurant, City, St. Check No.	ite")	Enclosed		

On File

This contract will not be processed and equipment ordered until all of the above are received and the contract is approved by Wasserstrom

Any final payment due prior to shipment must be received 7 days before the scheduled ship date in order for

installation and transportation to be scheduled.

Purchasers having established accounts with Wasserstrom must be current and in good credit standing as a condition precedent for shipment of goods covered under this Agreement. No merchandise will be shipped until all required funds are received by Wasserstrom. Required funds include both payments required under the Terms of Sale of this Agreement as well as any balances that may be due on Purchasers account related to previous transactions.

No payment by purchaser to Wasserstrom of any Jesser amount than that due to Wasserstrom shall be deemed to be other than a payment on account, and no endorsement or statement on any check or in any letter accompanying any check or other payment shall be deemed an accord and satisfaction. Wasserstrom may accept any payment without prejudice to Wasserstrom's right to recover any remaining balance or to pursue any other remedy provided in the Agreement, in any Security Agreement(s) executed by the parties, or by applicable law.

SHIPPING DATE

Credit Application:

PROJECTED DELIVERY DATE TO JOB SITE:

MARCH 31 2014 (NOTE: Shipping date from warehouse is 3 - 5 days prior to deliver date

Wasserstrom will act to place orders on buyout and fabricated equipment promptly upon receipt of signed contract and deposit check and will endeavor to meet Purchasers requested delivery date. However, Wasserstrom is not responsible for any delay in delivery because of casualty, fire, explosion, accidents, strikes, delays in receiving material from ment restrictions, acts of God or any other cause beyond its control.

At any time prior to 5 business days from projected shipping date, the Purchaser may extend the date by up to 20 business days. At that time the original date becomes firm. Changes to the ship date requested within 5 days of the original date becomes firm. Changes to the ship date requested within 5 days of the projected date will require that any balance due under contract terms be paid as if delivery had occurred per the original date. In addition, the Purchaser will be responsible for any additional costs incurred by Wasserstrom due to the late change notice. Such costs may include but not be limited to additional labor charges for unloading/reloading of trailers, demurrage charges for trailer storage, and rescheduled installation expenses. The maximum time that the delivery date may be extended from the original projected date is 20 days. Delivery dates extended beyond 20 days or multiple extensions will require that any balance due under the contract terms he paid as if the delivery had occurred per the original projected date. In addition, the Purchaser will be responsible for any additional warehousing and storage cost incurred by Wasserstrom due to the extended delivery

CANCELLATION/CHANGE ORDERS

Wasserstrom will endeavor to make changes to the equipment package as requested by the Parchaser up to 7 business days before shipment from factory, however, Purchaser will be responsible for any restocking, freight and change order charges from vendors, and/or Wasserstrom. Exception: special order of Wasserstrom custom fabrication and/or purchased manufactured items cannot be canceled or changed once entered in production.

In the event Purchaser wishes to cancel this contract, or any portion thereof, then the costs incurred by Wasserstrom will be applied against the deposit. Cancelation Costs include, but is not limited to, costs incurred for fabrication, labor warehousing, storage fees, restock fees, vendor fees, and any other costs incurred either prior to Purchaser's cancellation or as a result of Purchaser's cancelation. In the event that the remaining deposit does not cover Cancelation Costs, than the customer will owe the balance, and the balance shall be due immediately upon cancelation. Any portion of the deposit left over after all Cancelation Costs are applied against it shall be refunded to the customer. Regardless, no port of this order may be changed unless agreed to by the manufacturer and Wasserstrom.

ADDITIONS TO CONTRACT

Purchaser may add items to this contract and Wasserstrom will endeavor to provide said items on a timely basis. Items added within 7 business days of shipment will be treated as a separate order and will be billed separately. For the purpose of such orders as well as additional future re-orders Wasserstrom will grant an introductory credit line of \$1,500. Larger credit lines maybe established by completing Wasserstrom's credit application. All amounts due for such orders are payable in accordance with the terms as they appear on the order invoice. AL Read & Initial

RETURNS

hems which have been custom falericated by Wasserstrom or another vendor or have been used may not be returned. Standard stocking liens may be returned, subject to restocking changes. All returns smit be pre-approved by Wasserstrom and scoroganical by a Reiman Audmergiation Number in orders to be received by Wasserstrom. All requests for returns must be made within 14 days of delivery date. All lions approved for return must be shipped lavel; to Wasserstrom in their original packaging and per the instructions that accompany the terms audiovication manther.

BUILDING ACCESS AND SECURITY

It shall be the exponsibility of the purchaser to insure that all captiment can be brought through openings of appropriate state to facilities easy early to the building. Any re-work or modifications required to the equipment or the building at bethe responsibility of the Purchaser. The Purchaser shall assume full responsibility for the security of the building, upon delivery of the equipment, to guard against theft, wandsflow, etc.

FREIGHT DAMAGE - COMMON CARRIER SHIPMENTS

Any damage must be noted by the purchaser on the bill of lading. The purchaser shall immediately notify the carrier and Wassentrom of the damage. Wassentrom will assist and act on the purchaser's helalf in the filing of any freight claim and collections for damages. Conceaded damages not excited at time of elderwy must be reported within 4s thours of delivery to the other carrier and to Wassentrom. Failure to follow these guidelines may void any claim for freight damage and result in additional costs for product replacement on covered under this Agreement.

CONTRACT CARRIER (VAN-LOAD SHIPMENTS)

Wasserstrom shall assume responsibility for filing freight claims on Wasserstrom arranged contract carrier vanload shipments.

INSTALLATION

Installations consists of the Uncraing, setting in place and leveling of items supplied by Wasserstrom. Final book-up and mechanical connections are not included. Trast memory of from the plobite is not included. Normal working hours is 8:00 am to 5:00 pm weekslays, Indidays excluded. Overtime hours, if required by the purchaser, will be billed in addition to the quoted amount. Unless wherevise needed, all installations quotations are based upon non-union labor rates.

WARRANTY FABRICATION

All equipment consists of: the uncrating, setting in place and leveling of items supplied by Wasserstrom. This warranty and related service procedure can be found as an attachment to this contract. Warranty claims must be made per the terms and conditions of both the warranty and the related service procedure.

WARRANTY BUYOUTS

Wassertown agrees to extend to be purchaser the warranty as provided by the munificative and agrees to make it may disputed warranty design with the manufacture. Wassertown will not assume liability for the performance of buyout equipment and shall not be held liable for the repair or replacement of any defective buyout equipment. Wassertown agrees to furnish the productive with a first of local anticipated reserving sections, the requirement of any defective buyout equipment. Wassertown agrees to furnish the productive represents the requirement was required to the Purchaser responsible to handle warranty claim. Purchaser agrees not to withhold any funds from Wassertown due to non-performance of beyond equipment or buyout curranty claim fulgence with manufacturer.

INVOICES

This contract will be final invoiced at time of shipment. Any balance due per the contract terms must be received by Wasserstrom prior to shipment. All contract additions will be invoiced separately and payment will be made on a cash in advance basis unless other terms have been prior established. See section on Additional items.

PRICE PROTECTION

Stated prices will be held firm for 30 days from contract date provided delivery is within stated delivery time.

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TITLE TRANSFER

All shipments will be made FOB Point of Origin. Wasserstrom shall maintain a security interest in all merchandise covered by this contract until paid in full by the Purchaser. This agreement by execution, shall serve as the Security Agreement between the Purchaser and Wasserstrom.

INSURANCE

Purchaser agrees to carry appropriate insurance coverage on items in this contract with duplicate policy presented to the office of N. Wasterstrom & Sons, Inc. if required. Insurance must be effective upon delivery to the jobsite and must insure against all risks.

INDEMNIFICATION/HOLD HARMLESS

Penchane irrevocably covenant, possions and agrees to informily Wanestream and to hold Wanestream humbers from and against any anal fall bones, claims, expense, units, damages, cont, emmade to indishie, joint of securic of senterey kind or annue which it may nutation or to which it may become subject airing out of or relating in any way to the equipment provided or work performed by wanestream, including, without Institution, in each an enteroy/feet, cocks and expenses areality incurred in defending against or efforcing any such boses, claims, expenses, notes, damages or liabilities, except where such are event caused by the doct negligence of Wanestream's

FORCE MAJEURE:

Any daily or failure in the performance by Wasserstoon shall be excused if and to the extent count by the occurrence of a force Majour. For purpose of this Appearence, Free Majour shall meet a source over sent fair as the reasonably forcessed or other caused by or under the control of the Party claiming Force Majoure, including acts of Cod, first, floods, explosus, roise, wars, huntimes, and subsequent terrors, would miss, accident, restanting operwoness, prevention alse, injunction, floor retires, and set their levers that are beyond the reasonable anticipation and count of Wasserstoon, deptile Wasserstoon alse, injunction, floor retires, and with the events that are beyond the reasonable anticipation and count of Wasserstoon, deptile Wasserstoon also, injunction, for retired and the count of the Critical Benediction of the Company o

TAXES

All taxes have been excluded from this contract unless shown otherwise. Purchaser is responsible to pay all applicable taxes required by statuse. Wasserstrom is bound by starte to collect taxes in company registered states. If applicable Wasserstrom will include same in the invoicing to the purchaser as an addition to this contract.

LEGAL FEES

The Purchaser assumes legal liability for all purchases made on their account, including additional orders placed after shipment of the eriginal equipment package. Any collection or legal fees or court costs necessitated by non-payment of funds as agreed shall be the propositionly of the Purchaser Purchaser halling 32% for fee all checks remoted by Purchaser blush, Any account with a part due balance will be charged 1—12% interest per month (18% per annum). All legal matters will be in the venue and jurisdiction of Partalis County, Combines, Olion.

CONTINGENT LIABILITY

Waterstrom is acting as the approved equipment and furnishing supplier and is responsible for supplying the natierials and installation only. Wasterstrom assumes no contingent liability. Wasterstrom will be held harmless, and in any balances due that itematic date and payable per terms. Many items are proclassed by Wasterstrom respects) for evalue due to the Purchaser. As these items are believed to be new and in proper working order, Wasterstrom is not liable in the event of a mallimetrien that results in damages to the Purchaser (property (i.e., food pullage, etc.)

Wasserstrom shall be held harmless for any and all events not under its direct control and any balances due shall remain due and payable per terms.

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PROJECT SPECIFICAT	TION			
BUILDING TYPE	Е		(N/A if r	not applicable)
COLOR SCHEM	Е		(N/A if r	ot applicable)
UTILITY REQUIREME	NTS			
Initial all that	annly			
111101111111111111111111111111111111111	200		11. 710 11	and the second second second
A. Voltage		B. Type of Gas	NATURAL	Special Local Code Requirement
208/60/1		Natural		Yes
208/60/3				No
240/60/1		Other		* if yes, see below
240/60/3		Not. Avail.		
2.00000				
Other please	specify			
The drawings listed below are correct. Wasserstrom	are required to enthas been provided	sure that proper equipment is the necessary drawings from	provided, and dimension the following list:	s and rough-ins
DRAWING	YES	NO	N/A	
Floor Plan				
Kitchen Elevations				
Plumbing Rough-In				
Electrical Rough - In				
Wall Backing				
Ventilation Plan				
Seating Plan				
Other				
	nents ring required peri y of the purchaser	mits and advising Wasserstr).	om of local code require	ements, is the
LOCAL AUTHORITIE	S			
shall be the responsibility	of the Purchaser a	d, which are required by loca and any additional charges con ies shall be the responsibility	sidered additions to this	her governing authorities, contract. If required, any
Wasserstrom to allow pu	rchaser to submit I	ent and cut sheets of all buyon o authorities such as Health, I any items of its manufacture w	Building and Fire departs	nents. Wasserstrom
BUILDING CONDITIO	ONS			
Purchaser is responsible	for the readiness of	the building for installation of	f equipment and furnishi	ngs. Readiness of

Purchase in responsible for the readiness of the building for installation of equipment and furnishings. Readiness of building means, minimally, that 1) windows are in, 2) building is secured, 3) floor tile down, grounds and scid cleaned. 4) capering in, 5) curbs built, 6) electrical outlets in place, 7) plumbing and electrical is troughed in, 8) wall painting and tiling complete and 9) vicelling in place and finished.

In the event Wasserstrom ships the equipment and furnishings per the purchasers request and the building is, in fact, not ready for installation, Purchaser is responsible for any extra costs incurred by Wasserstrom which includes the return round rip costs of the Installation Supervisor and support personal, turks denumzage, etc.

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MISCELLANEOUS

This agreement sens for the detrim understanding between the parties hereton, and fully supercedes any and all prior or contemporaneous generates and understandings between the parties relating to the subject matter berrot. This agreement shall it all respects be interpreted, enforced, and powered by and under the less or the State of Dioi. If are provision of this agreement is done to be invaled or unenchescule, the remainder of the agreement shall not be affected, and nearly provisions shall be deemed modified to the extent necessary to permit its reflorerment. Wasserstream's failure to enforce any provision of this agreement does not constitute a varier of the provision by Statestream.

The person(s) executing this Agreement, specifically, represents that he/she/they have the authority to execute this Agreement on behalf of the Purchaser and further that you agree to all terms and conditions contained herein

PURCHASER	N. WASSERSTROM & SONS, INC.			
COMPANY NAME:	2300 LOCKBOURNE ROAD COLUMBUS, OH 43207			
Salt & Pepper Restaurants Inc	ACCEPTED BY:			
ADDRESS:				
1215 Celeste Ct				
Sugar Land, TX 77479				
ACCEPTED BY: Autom'				
DATE:				
02-20-2014				

ATTACHMENT TO CONTRACT Wasserstrom Fabrication Warranty

We swarmed to the Ference, Firm, Association or Corporation to whom the equipment enterfactor between its sold, that all equipment manufactors by Westerstons in few from defects in material enterpress of active proclamation for or obligation under this Warrancy shall cover rapus or replacement, at our epione, E.D. St. or factories, any part of said equipment which becomes defective within 12 southers between the date of the spirit, and which do the stress, any part of said equipment found to become a defective within 12 southers between the date of the spirit in the stress of the str

REFRIGERATION.

The above stand Warrary applies to all erfogranted products manufactured by Wascratton and in addition, the scaled compressor more only in searnated from a period of fee yeas from date of shipmens. First year Warrary will overe full reinhorsoment of refrigeration perts and laber for 12 months from date of shipmens, except as noste below. The additional four years of warrary is for compressor more parts only. In all the Wascratters all scales for the compressor more can be obtained through Wascratters allower in which their perfectionest control who the scale of the compressor motor. Warrarty does not apply to loss of God or contains of appliesment the for failure of any reason.

EXCLUSIONS

This Warrary excludes any opigionen failure that is caused by lack of maintenance, tampering, or changes made the conjugates. Examples include that one of instanct to direct controls, changes failure that one of instanct to direct controls, changes failure that excludes a failure temperature controls, changing factory present temperature controls algorithms, circuit breakers tripped or tensed off, power would turning offer discussments, amportion power anapping retained memomenter. This Warrary also excludes covering term tense are not manufactured by Wasterstroom but are built into its equipment. Examples of such terms include that are not instant in force and for other of the other other of the other other of the other oth

TO OBTAIN WARRANTY SERVICE ON WASSERSTROM MANUFACTURED EQUIPMENT

Call Wasserstrom Warranty Department at 800-441-4697 e.t. 8804 from 8 to 5 Eastern Standard Time. After bours you may also call your local service company, However, Wasserstroms, Warranty Department, prior to any work being performed, must approve any charges from a local service company exceeding \$150.00. Note: Wasserstrom warranty only covers work done on non-holiday straight time, it does not cover any extra charges for overline labor.

Quote

Date

1/29/2014

To:

Salt & Pepper Restaurants Amin Lakhani (832) 788-6551 (Cell) read786@hotmail.com

Project:

Quaker Steak & Lube - League City TBD League City TX From:

N. Wasserstrom & Sons Group Rebecca Johnson 2300 Lockbourne Road Columbus OH 43207 614-737-8908

Job Reference Number: QUA039

Item	Qty	Description	Sell	Sell Total
001.0	1 ea	WALK-IN COOLER / FREEZER COMBO	\$50,172.60	\$50,172.60

Kolpak Model No. WICF 195408A

-- Kolpak Outdoor Walk-in:

Overall Dimensions: 60'-5.5" x 8'-8.5" x 8'-6.25"

Exterior Finishes: FRONT: 26 GA Embossed Galvalume BACK: 26 GA Embossed Galvanized Pre-Painted White

LEFT: 12" - 26 GA Embossed Galvanized Pre-Painted White \ 92.5" - 26

GA Embossed Galvalume

RIGHT: 92.5" - 26 GA Embossed Galvanized Pre-Painted White \ 12"

-26 GA Embossed Galvalume

TOP CEILING: 26 GA Embossed Galvalume

-- Compartments:

WING COOLER 1 (34° F)

Dimensions: 11'-2" x 8'-8.5" x 8'-6.25"; 4" Walls, 4" Ceilings, 4" Floor

Application

Floor Application: 4" (high) Metal Screed

Interior Wall Finish: Embossed Aluminum (Standard)

Interior Ceiling Finish Embossed Aluminum Pre-Painted White

Standard Door: 4 x 36 x 78 RH Walk-In door located Center Standard

on Right Wall.

Recessed 0" with 0" Leveling Sand and 0.625" Tile & Grout.

Frame = 26 GA Embossed Galvalume / Embossed Aluminum (Standard)
Plug = 26 GA Embossed Galvalume / Embossed Aluminum (Standard)

FOOD COOLER 2 (34° F)

Dimensions: 21'-1" x 8'-8.5" x 8'-6.25"; 4" Walls, 4" Ceilings, 4" Floor

Application

Floor Application: 4" (high) Metal Screed

Interior Wall Finish: 26 GA Embossed Galvalume

Interior Ceiling Finish 26 GA Embossed Galvanized Pre-Painted White

Initial: _____

Case 23-03245 Document 1-64 Filed in TXSB on 11/08/23 Page 109 of 149

N. Wasserstrom & Sons Group

Date 1/29/2014

Item Qty Description Sell Sell Total

Standard Door: 4 x 36 x 78 RH Walk-In door located 46" from Left on Front Wall.

Recessed 0" with 0" Leveling Sand and 0.625" Tile & Grout.

Frame = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume Plug = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume

FREEZER 3 (-10° F)

Dimensions: 11'-6" x 8'-8.5" x 8'-6.25"; 4" Walls, 4" Ceilings, 4" Floor

Application

Floor Application: 4" (high) Metal Screed

Interior Wall Finish: 26 GA Embossed Galvalume

Interior Ceiling Finish 26 GA Embossed Galvanized Pre-Painted White Standard Door: $4 \times 36 \times 78$ LH Walk-In door located Center Standard on Left Wall.

Recessed 0" with 0" Leveling Sand and 0.625" Tile & Grout.

Frame = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume Plug = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume BEVERAGE COOLER 4 (34° F)

Dimensions: 16'-8.5" x 8'-8.5" x 8'-6.25"; 4" Walls, 4" Ceilings, 4" Floor

Application

Floor Application: 4" (high) Metal Screed

Interior Wall Finish: 26 GA Embossed Galvalume

Interior Ceiling Finish 26 GA Embossed Galvanized Pre-Painted White Standard Door: $4 \times 36 \times 78$ RH Walk-In door located 46.5" from Right on Right Wall.

Recessed 0" with 0" Leveling Sand and 0.625" Tile & Grout.

Frame = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume Plug = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume

- -- Compartment Accessories:
- (21) .032 Stucco Aluminum-White 1.25 x 4.25 x 96L Base Cove
- (20) Model 1806 LED Vapor Proof w/ Tube
- -- Door, Reach-In & Buck Opening Accessories:
- (4) Kickplate 36" High Ext. Plug, .063 Dia. Tread
- (4) Kickplate 36" High Int. Plug, .063 Dia. Tread
- (4) Adjustable Sweep
- (3) Viewport, 14x14 Cooler (heated frame)
- (4) Delete Door Section Light
- (1) Viewport, 14x14 Freezer (heated frame and glass)
- -- WalkIn Accessories:
- (1) Roof Cap Sloped Membrane Flashed (slope 1/8" per ft)

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N. Wasserstrom & Sons Group

Date 1/29/2014

Item Qty Description Sell Sell Total

- (4) 26 Ga. Galvalume White 3 x 3 x 96L Angle Trim
- (25) Tie Down Angle 1-1/2" x 1-1/2" x 96" (Int Wall to CL incl Partitions)
- (10) Top exterior tie down angle to attach box to building
- (1) Lot Tapcon Fasteners and Racking Clips
- (1) Locks Every 11.5 Inches

-- Refrigeration:

WING COOLER 1 - PR99MOP208/230-60-3

KOLPAK MODEL PR99MOP208/230-60-3, 1HP, Medium Temp,

Pre-Assembled Remote, Air Cooled,

Hermetic, Outdoor OP, Refrigerant R404A, Warranty Included

Voltage: Condensing Unit 208/230-60-3, Evaporator (115/1)

Amps: Condensing Unit 7.5, Evaporator 4.2

Accessories: (1) Fused Disconnect

- (1) UNIT TO BE PC SYSTEM
- (1) Medium Temp Time Clock 115V (PCL and PR)

FOOD COOLER 2 - PR199MOP208/230-60-3

KOLPAK MODEL PR199MOP208/230-60-3, 2HP, Medium Temp,

Pre-Assembled Remote, Air Cooled,

Hermetic, Outdoor OP, Refrigerant R404A, Warranty Included

Voltage: Condensing Unit 208/230-60-3, Evaporator (115/1)

Amps: Condensing Unit 9.4, Evaporator 6.3

Accessories: (1) Fused Disconnect

- (1) UNIT TO BE PC SYSTEM
- (1) Medium Temp Time Clock 115V (PCL and PR)

FREEZER 3 - PR299LOP208/230-60-3

KOLPAK MODEL PR299LOP208/230-60-3, 3HP, Low Temp,

Pre-Assembled Remote, Air Cooled,

Hermetic, Outdoor OP, Refrigerant R404A, Warranty Included

Voltage: Condensing Unit 208/230-60-3, Evaporator (208/1)

Amps: Condensing Unit 14.3, Evaporator 13

Accessories: (1) UNIT TO BE PC SYSTEM

BEVERAGE COOLER 4 - PR199MOP208/230-60-3

KOLPAK MODEL PR199MOP208/230-60-3, 2HP, Medium Temp,

Pre-Assembled Remote, Air Cooled,

Hermetic, Outdoor OP, Refrigerant R404A, Warranty Included

Voltage: Condensing Unit 208/230-60-3, Evaporator(115 / 1)

Amps: Condensing Unit 9.4, Evaporator 6.3

Accessories: (1) Fused Disconnect

Case 23-03245 Document 1-64 Filed in TXSB on 11/08/23 Page 111 of 149 N. Wasserstrom & Sons Group

Date	
1/29/2014	

Item	Qty	Description	Sell	Sell Total
		(1) Medium Temp Time Clock - 115V (PCL and PR) Center Mount Evaporator Coils - No Anthony Door		
2-12	1 ea	WALK-IN COMPONENTS Kolpak Model No. CUSTOM All Walk-In Cooler & Freezer Components included in Item # 1		<included></included>
013.0	4 ea	COOLER DUNNAGE RACKS Quadra-Tech Model No. DUN241260 24"x12"x60" High Aluminum Dunnage Rack	\$86.32	\$345.28
013.1	1 ea	COOLER DUNNAGE RACKS Quadra-Tech Model No. DUN241242 24"x12"x42" High Aluminum Dunnage Rack	\$75.26	\$75.26
014.0	16 ea	COOLER SHELVING Focus Foodservice Model No. FF2460G Shelf, Wire, 24"W x 60"L, green epoxy coated finish	\$26.86	\$429.76
014.1	4 ea	COOLER SHELVING Focus Foodservice Model No. FF2454G Shelf, Wire, 24"W x 54"L, green epoxy coated finish	\$26.86	\$107.44
014.2	8 ea	COOLER SHELVING Focus Foodservice Model No. FF2448G Shelf, Wire, 24"W x 48"L, green epoxy coated finish	\$22.65	\$181.20
014.3	28 ea	COOLER SHELVING POST Focus Foodservice Model No. FG074G Post, 74"H, stationary, green epoxy coated with SaniGard™	\$5.86	\$164.08
015.0		BUN PAN RACK New Age Model No. 6330 Pan Rack, full height, open sides, with angle guides on 2" centers, capacity 30 - 18" x 26" sheet pans, all welded tubular aluminum frame, end loading, 5" stem type swivel casters, NSF 1 year limited warranty against workmanship defects, std.	\$324.00	\$648.00

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Date 1/29/2014

Item	Qty	Description	Sell	Sell Total
016.0	5 ea	FREEZER DUNNAGE RACK	\$75.26	\$376.30
		Quadra-Tech Model No. DUN241242		
		24X12X42 Aluminum Dunnage Rack		
016.1	2 ea	FREEZER DUNNAGE RACK	\$75.26	\$150.52
		Quadra-Tech Model No. DUN241248		
		24X12X48 HIGH ALUMINUM DUNNAGE RACK		
017.0	1 ea	BEER COOLER DUNNAGE RACK	\$86.32	\$86.32
		Quadra-Tech Model No. DUN241260		
		24x60x12 Aluminum Dunnage Rack		
018.0	5 ea	BEER COOLER SHELVING	\$26.86	\$134.30
		Focus Foodservice Model No. FF2460G		
		Shelf, Wire, 24"W x 60"L, green epoxy coated finish		
018.1	4 ea	BEER COOLER SHELVING	\$18.57	\$74.28
016.1		Focus Foodservice Model No. FF2436G	\$16.57	\$74.20
		Shelf, Wire, 24"W x 36"L, green epoxy coated finish		
018.2	5 ea	BEER COOLER SHELVING C-CHANNEL	\$32.92	\$164.60
		Focus Foodservice Model No. FFSF2460GN		
1	1	Frame, 3 sided, 24" x 60", tubular, green epoxy coated		
018.3	24 ea	BEER COOLER SHELVING POST	\$5.86	\$140.64
- 1		Focus Foodservice Model No. FG074G		
		Post, 74"H, stationary, green epoxy coated with SaniGard™		
019.0	32 ea	KEG DOLLY	\$28.37	\$907.84
		Devault Enterprises Model No. ICD3000		
		Keg Dolly, polyethylene base, (5) steel casters with rubber wheels, 16.25" x 4"		
020.0	32 ea	KEG SPACER	\$19.95	\$638.40
		Devault Enterprises Model No. ICD1000		
		Keg Spacer, polyethylene base, 16.25" x 4" Fits all tri-tap barrels.		
		Allows you to tap into top and bottom kegs simultaneously.		

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Item	Qty	Description	Sell	Sell Total
021.0	2 ea	AIR CURTAIN		
		BY OTHERS Model No. ASR1048B		
023.0	1 ea	HEAVY DUTY WORK TABLE	\$673.24	\$673.24
		N. Wasserstrom & Sons Model No. CUSTOM		
		Work Table, Heavy Duty Series, 48"W x 30"D, 14 gauge 300 series		
		stainless steel flat top, open base with 16 gauge 300 series s/s		
		undershelf, legs and 6" back and right side splashes with 2" returns,		
		NSF.		
024.0	1 ea	OVERSHELF, WALL-MOUNTED	\$176.99	\$176.99
		Amtekco Model No. SHS10F11248		
		Wall Shelf, Standard series, 48"W x 12"D, 14 gauge 300 series		
		stainless steel, (2) 16 GA. 300 Series Stainless cantilevered brackets, NSF		
	4		400 =0	400
025.0	1 ea	SHELVING, WIRE Focus Foodservice Model No. FF2442C	\$20.76	\$20.76
1.1	111	Shelf, Wire, 24"W x 42"L, chromate finish		
		Shell, Wile, 24 W X 42 L, Chromate imish		
025.1	2 ea	WALL BRACKET	\$9.79	\$19.58
	9	Focus Foodservice Model No. FWB24SCH		
1		Direct Mount Wall Brackets, 24"L, single, all welded construction,		
2		chromate finish		
026.0	12 02	P.O.S.		
020.0	12 Ca	BY OTHERS		
027.0	10 ea	SHELVING, WIRE	\$21.78	\$217.80
027.0	10 00	Focus Foodservice Model No. FF1860G	ŲZ1.70	γ217.00
		Shelf, Wire, 18"W x 60"L, green epoxy coated finish		
027.4	0 00	DOCT	66.04	ĆE 4.70
027.1	s ea	POST Focus Foodservice Model No. FG086G	\$6.84	\$54.72
		Post, 86"H, stationary, green epoxy coated with SaniGard™		
		. 555, 55, Stationary, Breen epoxy couted with Sumouru		
028.0	1 ea	REFRIGERATED DISPLAY CASE		
		BY OTHERS		

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		N. Wasserstrom & Sons Group		Date
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Item	Qty	Description	Sell	Sell Total
029.0	1 ea	PROOFER HOLDING CABINET, MOBILE Winston Industries Model No. HL4522AL CVap® Holding Cabinet, full size, 22 cu. ft., electric differential control, fan, 14 adjustable rack supports, field reversible door hinges, magnetic door handle, water fill operated manually, full-perimeter insulated, load limit 65 lbs (29.25 kg) per rack, includes: (2) locking & non-locking heavy duty non-marking casters, stainless steel interior, aluminum exterior, supplied with 84" power cord and plug, UL, cUL, UL Sanitation, NSF, ENERGY STAR® One year limited warranty is standard (excluding gaskets, lamps, hoses, power cords, glass panels & evaporators) - See ZAP warranty agreement for full disclosure	\$3,811.00	\$3,811.00
		120v/60/1, 1730 watts, 14.5 amps, 15 MCA, (US) NEMA 5-15P Front door: Left-hand (door hinges on left when facing cabinet)		
		H3 3" swivel casters (2) with brakes		
033.0	4 ea	HAND SINK N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Hand Sink - 15-1/4" x 17-1/16" Wall Mounted with goose neck faucet and twist level handles. Constructed of 20ga Stainless Steel, NSF.	\$186.30	\$745.20
034.0	1 ea	THREE COMP SINK N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Three Comp Sink - 108" x 30" x 34"h - With three 18"x24" sinks each 14" deep, 9" backsplash and 27" left and right drainboards. Constructed of 14ga stainless steel and includes one 12" swing spout faucets and three twist lever wastes. NSF.	\$1,889.95	\$1,889.95
035.0	1 ea	OVERSHELF, WALL-MOUNTED Amtekco Model No. SHS10F112108 12X108 , 16/300 S/S	\$259.21	\$259.21
036.0	1 ea	POT RACK N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Pot Rack - 72" x 15" Double Bar Pot Rack Constructed of 14ga Stainless Steel with 16 s/s pot hooks, NSF.	\$304.00	\$304.00
037.0	1 ea	CLEAN DISHTABLE N. Wasserstrom & Sons Model No. CUSTOM	\$4,707.00	\$4,707.00

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Custom Fabricated Clean Dishtable - Clean Dishtable: 102" at 30" wide;

36" working height. Constructed of 16ga stainless steel, NSF.

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Item	Qty	Description	Sell	Sell Total
038.0	_	SLANT RACK SHELF N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Slant Rack Shelf - 72" x 61" Constructed of 14 ga fully welded stainless steel, NSF.	\$390.00	\$390.00
039.0	1 lt	DISH DOLLIES BY OTHERS		
040.0	1 ea	BOOSTER HEATER BY OTHERS Model No. E-TEMP		
041.0	1 ea	CONVEYOR DISHMACHINE BY OTHERS Model No. EST-44		
042.0	2 ea	VENT RISERS N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Vent Risers - 4" x 16" x 56"h - Constructed of 18ga stainless steel with collar trim at the ceiling, NSF.	\$389.00	\$778.00
043.0	1 ea	SOILED DISHTABLE N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Soiled Dishtable - L shaped Soiled Dishtable: 101" at 48" wide by 80" at 30" wide, 36" working height. Includes Pre-Rinse, Faucet, Soak Sink and Scrap Baskets, Double Rack Overshelf, and Twist Lever Drains. Constructed of 16ga stainless steel, NSF.	\$4,707.00	\$4,707.00
044.0	1 ea	DOUBLE RACK OVERSHELF N. Wasserstrom & Sons Model No. CUSTOM Included in Item #43 - Soiled Dishtable		
045.0	10 ea	SHELVING, WIRE Focus Foodservice Model No. FF1854C Shelf, Wire, 18"W x 54"L, chromate finish	\$20.17	\$201.70
045.1	8 ea	POST Focus Foodservice Model No. FG086C Post, 86"H, stationary, chromate finish	\$7.59	\$60.72

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Item	Qty	Description	Sell	Sell Total
049.1	1 ea	SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 1675KIT2S48 Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC 1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining cable with hardware, limited lifetime warranty		\$157.25
049.0*	1 ea 1 ea 1 ea 1 ea	(2) 115v/60/1-ph, 6.0 amps, cord & plug, 1/3 hp, standard Venting to be determined CAST CASTERS 4-1/4"	\$5,452.63	\$5,452.63
	1 ea	Natural gas		
	1 ea	Gas manifold	\$77.89	\$77.89
		l	TEM TOTAL:	\$5,530.52
050.0*		Vulcan Model No. VHP212 Achiever Hotplate, gas, 12"W, 60,000 BTU, (2) 30,000 BTU open burners, with lift-off burner heads and standing pilots, cast iron grates manual gas valve controls, stainless steel front, sides & backsplash, aluminized pull out crumb tray, 4" adjustable legs, CSA, NSF 1 year limited parts & labor warranty, standard LEGS-GRD6 6" ADJUSTABLE LEGS Natural gas, specify elevation if over 2,000 ft.	\$847.89 s,	\$847.89
050.1	1 ea	SAFETY SYSTEM MOVEABLE GAS CONNECTOR	\$157.25	\$157.25
1	1 Gd	Dormont Manufacturing Model No. 1675KIT2S48 Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC 1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining		22.161

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cable with hardware, limited lifetime warranty

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Item	Qty	Description	Sell	Sell Total
051.0	1 ea	WORKTABLE	\$385.00	\$385.00
		N. Wasserstrom & Sons Model No. CUSTOM		
		Work Table, Standard Series, 16"W x 33"D, 14 gauge 300 series		
		stainless steel flat top, open base with s/s undershelf, (4) legs & bullet		
		feet, NSF		
052.0	1 ea	CAPTIVEAIR	\$35,600.74	\$35,600.74
		Captive-Aire Model No. CUSTOM		
		Hood #1 - H1-L		
		3650BD-2-PSP-F - 13ft 8" Long Low Proximity Sloped Backshelf Hood		
		with Quarter End Panels (shipped loose), w/ Perforated Supply Plenum		
		and a Built-In 3" Back Standoff.		
		- 430 SS Where Exposed		
		(10 ea) - FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle		
		Filter with Handles and Bottom Hanging Hook, UL Classified		
		(4 ea) - Incandescent Light Fixture-High Temp Assembly, Includes Clear		
		Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others		
		(3 ea) - Extra Fixtures- Incandescent Light Fixture-High Temp Assembly,		
		Includes Clear Thermal and Shock Resistant Globe (L55 Fixture)		
		(2 ea) - EXHAUST RISER - Factory installed 10" X 14"		
		(3 ea) - SUPPLY RISER - 12"x 28" Supply Riser with Volume Dampers		
		(2 ea) - 1/2 Pint Grease Cup New Style, Flanged Slotted		
		- FIELD WRAPPER 24.00" High Front, Left		
		- BACKSPLASH 122.00" High X 600.00" Long 304 SS (Includes End Caps		
		& Divider Bars)		
		- RIGHT QUARTER END PANEL 26" Top Width, 0" Bottom Width, 26"		
		High 430 SS		
		- LEFT QUARTER END PANEL 26" Top Width, 0" Bottom Width, 26"		
		High 430 SS		
		- STRUCTURAL FRONT PANEL		
		Hood #2 - H2-C		
		5424ND-2-PSP-F - 5ft 10" Long Exhaust-Only Wall Canopy Hood with		
		Front Perforated Supply Plenum with Built-in 3" Back Standoff		
		- 430 SS Where Exposed		
		-(4 ea) FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle		
		Filter with Handles and Bottom Hanging Hook, UL Classified		
		(2 ea) - Incandescent Light Fixture-High Temp Assembly, Includes Clear		
		Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others		
		- Extra Fixtures- Incandescent Light Fixture-High Temp Assembly,		
		Includes Clear Thermal and Shock Resistant Globe (L55 Fixture)		
		- EXHAUST RISER - Factory installed 9" X 9"		
		- SUPPLY RISER - 8"x 36" Supply Riser with Volume Dampers		
		- 2011 FT MISEW - 0 Y 20 Subbis viset with solutile nampers		

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(2 ea) - 1/2 Pint Grease Cup New Style, Flanged Slotted

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- FIELD WRAPPER 4.00" High Front, Left, Right

Hood #3 - H3-R

3650BD-2-PSP-F - 13ft 0" Long Low Proximity Sloped Backshelf Hood with Quarter End Panels (shipped loose), w/ Perforated Supply Plenum and a Built-In 3" Back Standoff.

- 430 SS Where Exposed
- (9 ea) FILTER 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified
- (4 ea) Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others
- (3 ea) Extra Fixtures- Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture)
- (2 ea) EXHAUST RISER Factory installed 10" X 14"
- (3 ea) SUPPLY RISER 12"x 28" Supply Riser with Volume Dampers
- (2 ea) 1/2 Pint Grease Cup New Style, Flanged Slotted
- FIELD WRAPPER 24.00" High Front, Right
- RIGHT QUARTER END PANEL 26" Top Width, 0" Bottom Width, 26" High 430 SS
- LEFT QUARTER END PANEL 26" Top Width, 0" Bottom Width, 26" High 430 SS
- STRUCTURAL FRONT PANEL

Hood #4 - H-4

5424ND-2-PSP-F - 5ft 10" Long Exhaust-Only Wall Canopy Hood with Front Perforated Supply Plenum with Built-in 3" Back Standoff

- 430 SS Where Exposed
- Fire Cabinet on the Right Side (Additional charges may apply for cabinet if not sold with fire system)
- (4 ea) FILTER 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified
- (2 ea) Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others
- Extra Fixtures- Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture)
- EXHAUST RISER Factory installed 10" X 9"
- (2 ea) SUPPLY RISER 8"x 24" Supply Riser with Volume Dampers
- (2 ea) 1/2 Pint Grease Cup New Style, Flanged Slotted
- FIELD WRAPPER 6.00" High Front, Left, Right
- BACKSPLASH 122.00" High X 118.00" Long 304 SS (Includes End Caps & Divider Bars)
- RIGHT QUARTER END PANEL 23" Top Width, 0" Bottom Width, 23" High 430 SS

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- LEFT QUARTER END PANEL 23" Top Width, 0" Bottom Width, 23" High 430 SS
- Electrical Package Installation in Utility Cabinet by Plant.

Fire System #1

ANSUL-3.0/3.0/3.0/1.5 Ansul 10.5 gallon Wall Mounted Fire System (includes pre-piped hood(s) with detection).

Includes piping for hoods: 1, 2, 3.

- MGVA2-1/2 GAS VALVE - 2-1/2" Mechanical Shutoff Valve (Ansul) (29-25937)

Fire System #2

ANSUL-1.5 Ansul 1.5 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with detection, tank(s), release mechanism, microswitches and pull station).

Includes piping for hood: 4.

- MGVA1-1/4 GAS VALVE - 1-1/4" Mechanical Shutoff Valve (Ansul) (26-55604)

Fan #1 NCA16HPFA - Exhaust Fan (H1)

NCA18HPFA High Pressure Belt Drive Centrifugal Upblast Exhaust Fan with 20.75" wheel

Exhaust Fan handles 3010 CFM @ -1.250" wc ESP, Fan runs at 1175 RPM.

Exhaust Motor: 2.000 HP, 3 Phase 208 V, 60Hz, 6.2 FLA, ODP (Open Drip Proof)

- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 15-3/4 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)
- Extra Set of V-Belts. Only to be ordered as fan option at time fan is ordered.

Fan #2 NCA8FA - Exhaust Fan (H2-C)

NCA8FA Belt Drive Centrifugal Upblast Exhaust Fan with 11.75" wheel Exhaust Fan handles 875 CFM @ -1.250" wc ESP, Fan runs at 1747 RPM.

Exhaust Motor: 0.500 HP, 3 Phase 208 V, 60Hz, 1.8 FLA, ODP (Open Drip Proof)

- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 15-3/4 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)
- Extra Set of V-Belts. Only to be ordered as fan option at time fan is ordered.

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Fan #3 NCA16HPFA - Exhaust Fan (H3)

NCA18HPFA High Pressure Belt Drive Centrifugal Upblast Exhaust Fan with 20.75" wheel

Exhaust Fan handles 3010 CFM @ -1.250" wc ESP, Fan runs at 1175 RPM.

Exhaust Motor: 2.000 HP, 3 Phase 208 V, 60Hz, 6.2 FLA, ODP (Open Drip Proof)

- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 15-3/4 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)
- Extra Set of V-Belts. Only to be ordered as fan option at time fan is ordered.

Fan #4 NCA14HPFA - Exhaust Fan (H4)

NCA14HPFA High Pressure Belt Drive Centrifugal Upblast Exhaust Fan with 15.75" wheel

Exhaust Fan handles 1000 CFM @ -1.250" wc ESP, Fan runs at 1346 RPM.

Exhaust Motor: 0.750 HP, 3 Phase 208 V, 60Hz, 2.7 FLA, ODP (Open Drip Proof)

- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 15-3/4 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)
- Extra Set of V-Belts. Only to be ordered as fan option at time fan is ordered.

Fan #5 A3-D.750-G18 - Heater

A3-D.750-G18 Direct Gas Fired Heated Make Up Air Unit with 18" Blower and 18" Burner.

Supply Fan handles 5900 CFM @ 0.500" wc ESP, Fan runs at 735 RPM. Heater supplies 566400 BTUs. 100°F Temperature Rise. [Fuel: Natural Gas]

Supply Motor: 5.000 HP, 3 Phase 208 V, 60Hz, 15.0 FLA, ODP, Premium (E-Plus3) Eff.

Down Discharge - Air Flow Right -> Left

- Sloped Filtered Intake for Size #3 Modular Heater. 37.25" Wide X 51.625" Long X 35.188" High. Includes 2" MV EZ Kleen Metal Mesh Filter.
- RTC Solutions 40-90°F Discharge Temp Control
- Gas Manifold for DF3 GM BTU 0 1100001 7 in. w.c. 14 in. w.c., No Insurance Requirement (ANSI), BV250-88
- Cooling Interlock Relay. 24VAC Coil. 120V Contacts. Locks out burner circuit when AC is energized.
- Low Fire Start. Allows the burner circuit to energize when the modulation control is in a low fire position.

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- Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size
- Gas Pressure Gauge, -5 to +15 Inches Wc., 2.5" Diameter, 1/4" Thread Size
- Extra Set of V-Belts. Only to be ordered as fan option at time fan is ordered.
- Motorized Back Draft Damper 30" X 30" for Size 3 Standard &
 Modular Direct Fired Heaters w/Extended Shaft, Standard Galvanized
 Construction, 3/4" Rear Flange, NFBUP-S Actuator Included

Fan #6 DU50HFA - Exhaust Fan

DU50HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (single phase only), disconnect switch and 13-3/4" wheel.

Exhaust Fan handles 1000 CFM @ -0.875" wc ESP, Fan runs at 1295 RPM.

Exhaust Motor: 0.500 HP, 1 Phase 115 V, 60Hz, 8.1 FLA, ODP (Open Drip Proof)

Curb for Fan #1 NCA16HPFA - Exhaust Fan (H1)

H1 Curb CRB26.5x20E On Fan # 1 Flat Curb

- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.
- Vented Base for Curb
- Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on side with the vents. Install ½" Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector. Install ½" Rigid to Flex coupling to threaded end of connector on inside of curb.

Curb for Fan #2 NCA8FA - Exhaust Fan (H2-C)

H2 Curb CRB19.5X20E On Fan # 2 Flat Curb

- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.
- Vented Base for Curb
- Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on side with the vents. Install ½" Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector. Install ½" Rigid to Flex coupling to threaded end of connector on inside of curb.

Curb for Fan #3 NCA16HPFA - Exhaust Fan (H3)

H3 Curb CRB26.5x20E On Fan # 3 Flat Curb

- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans

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with wheels 20 inches or smaller. 12 GA Galvanized.

- Vented Base for Curb
- Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on side with the vents. Install ½" Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector. Install ½" Rigid to Flex coupling to threaded end of connector on inside of curb.

Curb for Fan #4 NCA14HPFA - Exhaust Fan (H4)

H4 Curb CRB23X20E On Fan # 4 Flat Curb

- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.
- Vented Base for Curb
- Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on side with the vents. Install ½" Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector. Install ½" Rigid to Flex coupling to threaded end of connector on inside of curb.

Curb for Fan #5 A3-D.750-G18 - Heater
Curb CRB35X84X20INS Insulated On Fan # 5 Flat Curb

Curb for Fan #6 DU50HFA - Exhaust Fan Curb CRB19.5X20E On Fan # 6 Flat Curb

- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.
- Vented Base for Curb
- Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on side with the vents. Install ½" Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector. Install ½" Rigid to Flex coupling to threaded end of connector on inside of curb.

Electrical System #1

SC-341110FP 3 Phase w/ 4 Exhaust Fans, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Fan(s) On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. Includes 6 Duct Thermostat kits.

(2 ea) - Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each.

(200 ea) - Thermistor CABLE - 18/2 AWG GREEN WHITE, plenum rated. USED for thermistor duct stat. Per Foot Price.

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Item	Qty	Description	Sell	Sell Total
		Factory Services: Service Design Verification for Direct Fired Heater Service Design Verification for Exhaust Fan Service Design Verification for Hood Service Design Verification for Standard Electrical Control Package Service Design Verification Mileage Charge: (30 - 20 free miles) x 2 = 20 total miles		
53-54	1 ea	HOOD ACCESSORIES & S/S FLASHING Captive-Aire Model No. CUSTOM Fire Suppression System, & Stainless Steel Paneling included in item #52 - Hood Package.		
055.0	1 ea	CAN STORAGE RACK Kelmax by SPG Model No. 4H1613 Can Storage Rack, half size, mobile design, s/s top, self feeding gravity fed shelves, holds both #10 & #5 cans, all welded extruded aluminum construction, 72 can capacity, 42"H, 5" plate casters (2 swivel with brake, 2 rigid), NSF	\$433.05	\$433.05
056.0	1 ea	CAN OPENER BY OTHERS Can Opener		
058.0	1 ea	WORKTABLE N. Wasserstrom & Sons Model No. CUSTOM Work Table, Standard Series, 96"W x 30"D, 14 gauge 300 series stainless steel flat top, open base with s/s undershelf, legs and 6" backsplash with 2" return, NSF	\$875.46	\$875.46
059.0*		FOOD SLICER, ELECTRIC Globe Model No. G12 Medium Duty Manual Slicer, 12" diameter knife, top mounted sharpener, belt driven, ball bearing chute slide, anodized aluminum with seamless edges & radiused corners, permanently attached knife ring guard, knife cover interlock, metal bottom enclosure, removable slice deflector, power indicator light, motor overload protection, 1/2 Hp, 115v/60/1, 3 amps, NEMA 5-15P, ETL, NSF 1 year parts (excludes wear/expendable parts), 1 year labor warranty - CONTACT FACTORY FOR DETAILS	\$1,143.16	\$1,143.16

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			_	1/29/2014
Item	Qty	Description	Sell	Sell Total
060.0	1 ea	PREP SINK N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated 2 Comp Prep Sink & Worktable - 30" x 72" with two 18"x24" x 12" deep sink bowls and 35" drainboard on right. Constructed of fully welded stainless steel, includes one 12" swing spout faucets, two twist lever wastes and two sink bowl covers, with backsplash and crossrails underneath, NSF.	\$1,578.00	\$1,578.00
061.0	2 ea	OVERSHELF, WALL-MOUNTED Amtekco Model No. SHS10F11284 WALL SHELF, 12X84 14/300 S/S	\$235.75	\$471.50
062.0	2 ea	SHELVING, WIRE Focus Foodservice Model No. FF2460C Shelf, Wire, 24"W x 60"L, chromate finish	\$25.39	\$50.78
062.1	1 ea	SHELVING, WIRE Focus Foodservice Model No. FF2448C Shelf, Wire, 24"W x 48"L, chromate finish	\$20.76	\$20.76
062.3	2 ea	WALL BRACKET Focus Foodservice Model No. FWB24SCH Direct Mount Wall Brackets, 24"L, single, all welded construction, chromate finish	\$9.79	\$19.58
062.4	2 ea	WALL BRACKET Focus Foodservice Model No. FWB24DCH Direct Mount Wall Brackets, 24"L, double, all welded construction, chromate finish	\$14.87	\$29.74
066.0	1 ea	CHICKEN PREP SINK N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Chicken Prep Sink - 30" x 54" with one 20"x25" x 12" deep sink bowl and 25" drainboard on left. Constructed of fully welded stainless steel, includes pre-rinse faucet, twist lever waste and	\$1,038.00	\$1,038.00

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basket support rails, with back and right side splashes, NSF.

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		N. Wasserstrom & Sons Group	ago 120 o. 1	Date
				1/29/2014
Item	Qty	Description	Sell	Sell Total
67-69	1 ea	COOKLINE HOOD & S/S FLASHING		
		Captive-Aire Model No. CUSTOM		
		Cookline Exhaust Hood, Fire Suppression System, & Stainless Steel		
		Paneling included in item #52 - Hood Package.		
070.0*	7 ea	FRYER, FLOOR MODEL, GAS, FULL POT	\$4,469.04	\$31,283.28
		Pitco Frialator Model No. SSH75CS		
		Solstice Supreme High Efficiency Fryer, gas, 75lb oil capacity, full tank,		
		I-12 computer control, boil out & melt cycle, drain valve interlock,		
		matchless ignition, self-clean ignition, downdraft protection, s/s tank,		
		front & sides, total 105,000 BTU		
	7 ea	Natural gas		
	7 ea	115/60/1-ph, 0.7 amps, NEMA 5-15P (fryer controls)		
	7 ea	P6072184 Basket, (2) oblong/twin size, 17-1/4" x 8-1/2" x 5-3/4" deep,		
		front handle, regular mesh (shipped std for models SG18, E18, SSH75,		
		batteries shipped with (2) per fryer		
	7 ea	B3901504 Casters, 9" adjustable (set of 4) non-lock rear & lock front	\$144.83	\$1,013.81
		casters, ALL Solstice gas and electric fryers, batteries and retherms		
	5 ea	A1907902-C Joiner strips to bank fryers		
		п	EM TOTAL:	\$32,297.09
070.1	7 ea	SAFETY SYSTEM MOVEABLE GAS CONNECTOR	\$125.29	\$877.03
1 3		Dormont Manufacturing Model No. 1675KITS48		
1 m		Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long,		
0		covered with stainless steel braid, coated with blue antimicrobial PVC,		
		1 SnapFast™ QD, 1 SwivelMAX™, 1 full port valve, 1 elbow, coiled		
		restraining cable with hardware, limited lifetime warranty		
072.0	1 ea	OIL RECOVERY PUMP		
		BY OTHERS		
		Oil Recovery Pump		
074.0	1 ea	WORKTOP FREEZER	\$3,194.44	\$3,194.44
			• •	• •

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N. Wasserstrom & Sons Model No. CUSTOM

self-contained refrigeration on right ETL, NSF.

Custom Fabricated Worktop Freezer - 60" x 32.5" x 34"h with two 21.25" doors and an adjustable overshelf per section. 14ga s/s top,

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		·	-	1/29/2014
Item	Qty	Description	Sell	Sell Total
075.0*	1 ea	OVEN, CONVEYOR, ELECTRIC Belleco Model No. JPO18 RL Conveyor Pizza Oven, mid-size, electric, single deck, (1) 18" wide	\$2,900.00	\$2,900.00
THE		conveyor belt, cal-rod elements, capacity (14-16) 16" pizzas per hour, stainless steel exterior, 6.3kw		
	1 ea	2-Year parts warranty (excludes heater tubes) & 1 Year factory-authorized labor & heater tubes		
	1 ea	208v/60/1-ph, 30.3 amps		
	1 ea	With Metal Cal-Rod Elements		
	1 ea	Right to Left Operation		
076.0	1 ea	LOWBOY EQUIPMENT STAND N. Wasserstrom & Sons Model No. CUSTOM	\$4,067.00	\$4,067.00
		Refrigerated Counter/Equipment Stand 78", (4) 27" drawers, (2) 12"x20" x4" deep pans/drawer(not included), s/s marine top, drawer fronts & sides, 4" heavy duty casters, 1/3hp,1 yr parts & labor wty,5 yr comp wty		
077.0*	1 ea	GRIDDLE, COUNTER UNIT, GAS Vulcan Model No. MSA36 Heavy Duty Gas Griddle, 81,000 BTU, 36"W x 24"D x 1" thick polished steel griddle plate, embedded mechanical snap action thermostat every 12", millivolt pilot safety, manual ignition, countertop, low profile, stainless steel front, sides, front top ledge, front grease trough, grease can, heavy gage 4" back & tapered side splashes, 4" adjustable legs, CSA, NSF 1 year limited parts & labor warranty, standard LEGS-GRD6 6" ADJUSTABLE LEGS Natural gas, specify elevation if over 2,000 ft.	\$2,947.37	\$2,947.37
077.1	1 ea	SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 1675KIT2S48 Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining	\$157.25	\$157.25

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cable with hardware, limited lifetime warranty

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		W. Wasserstrom & Sons Group	-	1/29/2014
Item	Qty	Description	Sell	Sell Total
078.0*	1 ea	•	\$2,820.80	\$2,820.80
		Magikitch'n Model No. APMRMB636CR		
24 24 25	2	Radiant Charbroiler, counter model, gas, 36" wide, 13" high, free		
		floating round rod top grate with EZ tilt to front grease trough, cast iron radiants, stainless steel front, sides and 6" service shelf, top grid		
		scraper		
	1 ea	Natural gas, specify elevation if over 2000 feet		
	1 ea	High output burners, 140,000 BTU	\$193.35	\$193.35
	1 ea	Steel grid, spacing 5/16" between rods (standard)		
	1 ea	Legs & bullet feet, 4" stainless steel (set of 4)	\$130.34	\$130.34
		IT	EM TOTAL:	\$3,144.49
078.1	1 ea	SAFETY SYSTEM MOVEABLE GAS CONNECTOR	\$157.25	\$157.25
1		Dormont Manufacturing Model No. 1675KIT2S48	,	,
(a		Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long,		
		covered with stainless steel braid, coated with blue antimicrobial PVC,		
*		1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining		
		cable with hardware, limited lifetime warranty		
079.0*	1 ea	GRIDDLE, COUNTER UNIT, GAS	\$3,557.89	\$3,557.89
		Vulcan Model No. MSA48		
-		Heavy Duty Gas Griddle, 108,000 BTU, 48"W x 24"D x 1" thick polished		
0.00	4	steel griddle plate, embedded mechanical snap action thermostat		
		every 12", millivolt pilot safety, manual ignition, countertop, low		
		profile, stainless steel front, sides, front top ledge, front grease trough,		
		grease can, heavy gage 4" back & tapered side splashes, 4" adjustable		
	1 62	legs, CSA, NSF 1 year limited parts & labor warranty, standard		
	1 ea	LEGS-GRD6 6" ADJUSTABLE LEGS		
	_	Natural gas, specify elevation if over 2,000 ft.		
	1 ea	Natural gas, specify elevation if over 2,000 ft.		
079.1	1 ea	SAFETY SYSTEM MOVEABLE GAS CONNECTOR	\$157.25	\$157.25
1		Dormont Manufacturing Model No. 1675KIT2S48		
10		Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long,		
J		covered with stainless steel braid, coated with blue antimicrobial PVC,		
		1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining		
		cable with hardware, limited lifetime warranty		
0.080	2 ea	CONDIMENT HOLDER	\$104.00	\$208.00
		N. Wasserstrom & Sons Model No. CUSTOM		
		Custom Fabricated Condiment Holder - 5.25" x 29" with cutuot for four		
		1/9th sized pans (not included). Constructed of 18ga stainless steel,		
		NSF.		

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	N. Wasserstrom & Sons Group		go 120 01 1 1	Date	
				1/29/2014	
Item	Qty	Description	Sell	Sell Total	
081.0	1 ea	N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Saucing Station - 18" x 30" with 20 cutuots for sauces, table top. Constructed of 16ga stainless steel with 14ga s/s top, NSF.	\$374.00	\$374.00	
082.0	1 ea	N. Wasserstrom & Sons Model No. CUSTOM Refrigerated Counter/Equipment Stand, 2 section, side mounted self contained refrigeration, 72"L, (4) 27" drawers (2) 12"x20"x4" deep pans/drawer(not included),s/s marine top,drawer fronts& sides,4" heavy duty casters,1/3 HP, 1yr parts & labor warranty, 5 yr compressor warranty	\$4,040.00	\$4,040.00	
083.0	1 ea	OVERSHELF Amtekco Model No. SHS10F11236 Wall Shelf, Standard series, 36"W x 12"D, 14 gauge 300 series stainless steel, (2) 16 GA. 300 Series Stainless cantilevered brackets, NSF	\$165.27	\$165.27	
086.0	1 ea	REACH-IN FREEZER Victory Refrigeration Model No. VF-SA-2D V-Series™ Freezer, Reach-in, two-section, 46.5 cu. ft. capacity, top mount self-contained refrigeration, stainless steel exterior, aluminum interior, standard depth cabinet, digital thermometer, (2) full-height doors, (6) shelves, incandescent lighting, door locks, electronic controls, 6" casters, 1/2 hp, 115v/60/1, 12.0 amps, 10' cord, NEMA 5-20P, ENERGY STAR®, UL, cUL, NSF, MADE IN USA	\$3,897.24	\$3,897.24	
	1 ea	115v/60/1-ph, 13.4 amps,			
	1 ea	Self-Contained refrigeration			
	1 ea	5-yr. compressor warranty within the USA, valued at \$80.00 net included in equipment price			
	1 ea	WARRANTY UPDATED: Full 3-year parts/labor service warranty within the USA valued at \$135.00 net included in equipment price, standard			
	1 ea	Door hinging: left door hinged on left, right door hinged on right standard			

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1 ea Incandescent light

1 ea Casters, set of 4, 6" high with 5" wheel, 2 with brakes, standard

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Date 1/29/2014

				1/23/2014
Item	Qty	Description	Sell	Sell Total
087.0	1 ea	WING HOLDING STATION N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Wing Holding Station with dual heat strips below and a heat lamp above, with side heat shield. 18ga stainless steel	\$2,930.00	\$2,930.00
088.0	1 ea	construction with a 16ga s/s top, NSF. OVERSHELF, WALL-MOUNTED Amtekco Model No. SHS10F11236 WALL SHELF, 12X36, 16/300 S/S	\$165.26	\$165.26
089.0	1 ea	SHELVING, WIRE Focus Foodservice Model No. FF2460C Shelf, Wire, 24"W x 60"L, chromate finish	\$25.39	\$25.39
089.1	2 ea	WALL BRACKET Focus Foodservice Model No. FWB24SCH Direct Mount Wall Brackets, 24"L, single, all welded construction, chromate finish	\$9.79	\$19.58
091.0	1 ea	PORTION SCALE BY OTHERS Portion Scale		
092.0	1 ea	TIMER BY OTHERS Timer		
095.0	1 ea	CHEF/EXPO COUNTER N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Chef's Counter - 343" x 58" with double overshelf. Includes: Self-contained refrigerated cold rails, 7-pan cold pan, 12-pan cold pan, undercounter freezer, heat lamps, hot wells, bain marie with auto-fill, warming drawer, hot shelf, dipperwells, trash chute, panel box, chase to ceiling for electrical and data lines, recepticals for microwaves. Constructed of 18ga S/S with a 16ga S/S top, ETL, NSF.	\$36,850.00	\$36,850.00
096.0	1 ea	UNDERCOUNTER FREEZER N. Wasserstrom & Sons Model No. CUSTOM Included in Item #95 - Chef's Counter		
097.0	2 ea	REFRIGERATED PREP TABLE N. Wasserstrom & Sons Model No. CUSTOM Included in Item #95 - Chef's Counter		

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1/29/2014 Description Item Qty Sell **Sell Total** 1 ea BAINE MARIE HOT WELL 098.0 N. Wasserstrom & Sons Model No. CUSTOM Included in Item #95 - Chef's Counter 1 ea **HEATED SHELF** 100.0 Hatco Model No. GRSBF-48-O Included in Item #95 - Chef's Counter 1 ea TOASTER, CONTACT GRILL, CONVEYOR TYPE 101.0* \$1,380.60 \$1,380.60 APW Wyott Model No. M-95-2 Bun Grill Toaster, electric, conveyor type, low-profile vertical conveyor, countertop design, bread and bun toaster, approximately 1600 units/hour capacity, 35 second gear only, stainless steel construction 1 ea 1 year parts & labor warranty, std. 1 ea 240v/60/1-ph, 2780w, 11.6 amps, NEMA 6-20P 1 ea 84177 Teflon Sheet Kit, for wet or dry operation (10 sheets per kit) for \$156.60 \$156.60 M-95-2 1 ea 83997 Bun Slide, for M-95-2 \$118.80 \$118.80 **ITEM TOTAL:** \$1,656.00 2 ea DROP-IN HOT WELL 102.0 Wells Model No. MOD-100TD Included in Item #95 - Chef's Counter & #132 - Soup & Dessert Counter 2 ea DROP-IN REFRIGERATED COLD PAN 103.0 N. Wasserstrom & Sons Model No. CUSTOM Included in Item #95 - Chef's Counter 1 ea DROP-IN HOT WELL 104.0 Wells Model No. HMP-6ULD Included in Item #95 - Chef's Counter 1 ea DRAWER WARMER 105.0 Hatco Model No. HDW-1B Included in Item #95 - Chef's Counter 106.0 3 ea **DIPPERWELL** Component Hardware Model No. K30-1010

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Included in Item #95 - Chef's Counter & #132 - Soup & Dessert Counter

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Item	Qty	Description	Sell	Sell Total
107.0*	5 ea	MICROWAVE OVEN	\$931.91	\$4,659.55
TO THE PERSON NAMED IN COLUMN 1	ai.	ACP Model No. HDC182		
		Amana® Commercial C-Max Microwave Oven, 1800 watts, heavy		
		volume, compact, stackable, stainless steel interior & exterior, X2		
		quantity pad, 11 power levels, 100 memory settings, auto voltage		
		sensor, side hinged door, full 3-yr warranty, 208-240v/60/1-ph, 3000		
		total watts, 15.3 amps, 20 MCA, 5'6" cord & NEMA 6-20P		
108.0	2 ea	HEAT LAMP		
		Hatco Model No. GRAH-60D6		
		Included in Item #95 - Chef's Counter		
109.0	4 ea	HEAT LAMP		
		Hatco Model No. GRAH-48D6		
		Included in Item #95 - Chef's Counter		
115.0	4 ea	PRINTER BRACKET	\$48.00	\$192.00
		N. Wasserstrom & Sons Model No. CUSTOM	•	·
		Printer Bracket for Chef's Line		
118.0*	2 ea	ICE MAKER, CUBE-STYLE	\$3,415.79	\$6,831.58
600		Hoshizaki Model No. KM901MRH3	, -, -	, -,
		Ice Maker, Cube-Style, remote air-cooled, remote condenser (priced		
		separately), approximately 899-lb capacity/24-hours, stainless steel		
4 1		finish, crescent cube style, R-404A refrigerant, 208-230v/60/3-ph, 7.0		
		amps		
	2 ea	3-Year parts & labor on entire machine		
	2 ea	5-Year parts & labor on evaporator		
119.0*	2 ea	REMOTE CONDENSER UNIT	\$684.00	\$1,368.00
		Hoshizaki Model No. URC-9F	•	
		Remote Condenser, R-404A refrigerant, 115v/60/1, for KML-631MRH,		
M		KMD-850MRH, KMD-901MRH and KM-901MRH(3)		
	2 ea	5-Year parts on air-cooled condenser		
	2 ea	5-Year parts on air-cooled condenser		
119.1*	2 ea	PRE-CHARGED TUBING KIT	\$243.00	\$486.00
		Hoshizaki Model No. R40455682	+ = 10.00	Ţ .00.00
		55' Pre-Charged Tubing Kit, R-404 refrigerant, for URC-9F, URC-12F		
		and URC-14F		

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			_	1/29/2014
Item	Qty	Description	Sell	Sell Total
120.0*	1 ea	ICE BIN Follett Corporation Model No. SG1650S60 Upright Ice Bin, single door, 1660 lb. bin storage, incl: poly liner, SmartGATE™, poly lift door with PowerHinge, s/s exterior, custom cut top, 6" s/s adjustable legs, 82 oz. plastic ice scoop	\$2,857.51	\$2,857.51
122.0*	2 ea	WATER FILTER ACCESSORY Hoshizaki Model No. H932051 Water Filter Accessory	\$135.00	\$270.00
123.0	1 ea	DRAIN TROUGH BY OTHERS Drain Trough		
125.0	1 ea	BEVERAGE COUNTER N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Beverage Counter - 30" x 96" - Includes cut out for drink dispenser, undershelves, glass racks, lift off panel and apron. Constructed of 18ga stainless steel with 14ga s/s top, and 6" back and side splashes, NSF.	\$2,082.00	\$2,082.00
126.0	1 ea	DROP IN SODA/ICE DISPENSER BY OTHERS Drop In Soda/Ice Dispenser		
127.0	1 ea	COFFEE BREWER BY OTHERS Coffee Brewer		
128.0	1 ea	ICED TEA BREWER BY OTHERS Iced Tea Brewer		
129.0	1 ea	REFRIGERATED COUNTER, MEGA TOP SANDWICH UNIT Amtekco Model No. AMTR1B72 Refrigerated Mega Top, 72"L, self-contained, 16 gauge 300 series stainless steel top, front & sides, galvanized steel rear, bottom & compressor housing, 3" thick polyurethane foamed-in-place insulation, HFC-404A refrigeration, 3 door, (24) 1/6 size pan capacity, electronic temp controls with LED display, 115v/60/1-ph, 1/3 hp rear mount	\$3,071.51	\$3,071.51

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compressor, 8.7amps, 8' cord, ETL, NSF

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				1/29/2014	
Item	Qty	Description	Sell	Sell Total	
130.0	1 ea	OVERSHELF, WALL-MOUNTED	\$188.72	\$188.72	
		Amtekco Model No. SHS10F11260			
		WALL SHELF, 12X60, 16/300 S/S			
130.1	4 ea	OVERSHELF, WALL-MOUNTED	\$224.06	\$896.24	
		Amtekco Model No. SHS10F11272			
		WALL SHELF, 12x72, 16/300 S/S			
131.0	2 ea	SHELVING, WIRE	\$25.39	\$50.78	
		Focus Foodservice Model No. FF2460C			
+	#	Shelf, Wire, 24"W x 60"L, chromate finish			
131.1	3 ea	SHELVING, WIRE	\$25.39	\$76.17	
		Focus Foodservice Model No. FF2454C			
+	#	Shelf, Wire, 24"W x 54"L, chromate finish			
131.3	2 ea	WALL BRACKET	\$9.79	\$19.58	
	g _n	Focus Foodservice Model No. FWB24SCH			
1		Direct Mount Wall Brackets, 24"L, single, all welded construction,			
1		chromate finish			
131.4	4 ea	WALL BRACKET	\$14.87	\$59.48	
	Q.o.	Focus Foodservice Model No. FWB24DCH			
1		Direct Mount Wall Brackets, 24"L, double, all welded construction,			
		chromate finish			
132.0	1 ea	SOUP & DESSERT TABLE	\$3,181.00	\$3,181.00	
		N. Wasserstrom & Sons Model No. CUSTOM			
		Custom Fabricated Soup & Dessert Counter - 30" x 96" - Includes			
		Perlick 8000 Ice Cream Dipping Cabinet, dipperwell, APW HFW-10			
		Drop-in Hot Well, undershelves, and apron. 14ga s/s top, and 6" backsplash with 2" return, NSF.			
133.0	1 ea	ICE CREAM FREEZER			

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Hatco Model No. 8000

Included in Item #132 - Soup & Dessert Counter

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Item	Qty	Description	Sell	Sell Total
134.0	1 ea	MICROWAVE SHELF	\$102.00	\$102.00
		N. Wasserstrom & Sons Model No. CUSTOM		
		Custom Fabricated Microwave Shelf - 18" x 24" Constructed of 16 ga		
		fully welded stainless steel, NSF.		
135.0	1 ea	REACH-IN REFRIGERATOR, 1 SECTION	\$2,264.80	\$2,264.80
1-		Victory Refrigeration Model No. VR-SA-1D		
		V-Series™ Refrigerator, Reach-in, one-section, 21.5 cu. ft. capacity, top		
		mount self-contained refrigeration, stainless steel exterior, aluminum		
		interior, standard depth cabinet, digital thermometer, (1) full-height		
		door, (3) shelves, incandescent lighting, door locks, electronic controls, 6" casters, 1/3 hp, 115v/60/1, 9.8 amps, 10' cord, NEMA 5-15P,		
		ENERGY STAR®, UL, cUL, NSF, MADE IN USA		
	1 ea			
		Self-Contained refrigeration		
	1 ea	5-yr. compressor warranty within the USA, valued at \$80.00 net		
		included in equipment price		
	1 ea	WARRANTY UPDATED: Full 3-year parts/labor service warranty within		
		the USA valued at \$135.00 net included in equipment price, standard		
	1 ea	Door hinging: on left at factory		
	1 ea	Incandescent light		
	1 ea	Casters, set of 4, 6" high with 5" wheel, 2 with brakes, standard		
136.0	1 ea	CASH DEPOSIT CABINET		
		BY OTHERS		
		Cash Deposit Cabinet		
138.0	1 ea	CHILLER PUMP SHELF		
		BY OTHERS		
		Chiller Pump Shelf		
139.0	8 ea	DRY STORAGE SHELVING	\$18.57	\$148.56
		Focus Foodservice Model No. FF2436G	,	,
		Shelf, Wire, 24"W x 36"L, green epoxy coated finish		
139.1	15 ea	DRY STORAGE SHELVING	\$21.78	\$326.70
		Focus Foodservice Model No. FF1854G		
		Shelf, Wire, 18"W x 54"L, green epoxy coated finish		
1 1				

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Item	Qty	Description	Sell	Sell Total
139.2	10 ea	DRY STORAGE SHELVING	\$15.35	\$153.50
		Focus Foodservice Model No. FF1836G		
		Shelf, Wire, 18"W x 36"L, green epoxy coated finish		
1 1	1.1			
139.3	5 ea	DRY STORAGE SHELVING	\$18.36	\$91.80
	7.7	Focus Foodservice Model No. FF1848G		
		Shelf, Wire, 18"W x 48"L, green epoxy coated finish		
	1.1			
139.4	10 ea	WIRE SHELVING	\$15.93	\$159.30
		Focus Foodservice Model No. FF1448G	·	·
		Shelf, Wire, 14"W x 48"L, green epoxy coated finish		
139.5	10 ea	WIRE SHELVING	\$13.48	\$134.80
133.3	10 00	Focus Foodservice Model No. FF1436G	Ϋ13. 40	¥154.00
		Shelf, Wire, 14"W x 36"L, green epoxy coated finish		
		, , , , , , , , , , , , , , , , , , , ,		
420.5	10.00	DDV STODAGE SUFLVING	¢47.40	Ć171.00
139.5	10 ea	DRY STORAGE SHELVING Focus Foodservice Model No. FF2136G	\$17.19	\$171.90
1 1	1.1	Shelf, Wire, 21"W x 36"L, green epoxy coated finish		
		Shell, Wile, 21 W X 30 L, green epoxy coated linish		
139.6	48 ea	DRY STORAGE SHELVING POST	\$6.84	\$328.32
- 1		Focus Foodservice Model No. FG086G	·	·
		Post, 86"H, stationary, green epoxy coated with SaniGard™		
139.7	8 ea	DRY STORAGE SHELVING POST	\$5.86	\$46.88
- 1		Focus Foodservice Model No. FG074G		
		Post, 74"H, stationary, green epoxy coated with SaniGard™		
140.0	15 ea	DISHROOM & SERVER SHELVING	\$26.86	\$402.90
5 5-	10.5	Focus Foodservice Model No. FF2454G		
		Shelf, Wire, 24"W x 54"L, green epoxy coated finish		
1 1	1.1			

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Date

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	Wasserstrom & sons Group		1/20/2014	
Item	Qty	Description	Sell	1/29/2014 Sell Total
		DISHROOM & SERVER SHELVING POST		
140.1 ■	12 Ea	Focus Foodservice Model No. FG086G	\$6.84	\$82.08
		Post, 86"H, stationary, green epoxy coated with SaniGard™		
141.0	1 ea	CENTURY SYSTEM		
		Perlick Corporation Model No. CENTURY SYSTEM		
		Perlick Century Remote Draft Beer Dispensing System, to consist of the		
		following components: (tower style and finish must be verified prior to ordering)		
	1 ea	CM-4006-16B4 Extra High Bridge Tower, 16 faucets, 13-1/4" faucet	\$2,114.53	\$2,114.53
		clearance, 44-1/8" O.A. bridge length, (2) 4-5/8" sq. bases, Stainless		
		Steel. NOTE # 3/4" FAUCET SPACING		
	1 ea	CM9045 TEE TOWER, 4006S16B4, 16 FAUCETS, 3-1/4" CENTERS,	\$2,026.42	\$2,026.42
		51-5/8" OVERALL,		
	2	16" WIDE SINGLE BASE, -4 HEIGHT (+3-3/4"), ST. STL. FINISH	64 245 70	62 424 50
	2 ea	CM9278 Custom Drainer, Includes Water Spritzer INCLUDES # GR-UCM Style Water Spritzer	\$1,215.79	\$2,431.58
	85 ea	4220-16-1 16 Beer Lines - 4 Glycol Lines - 4-3/4" Diameter	\$26.19	\$2,226.15
	80 ea	4220-16-1 Second Basic Trunk Housing (Accuflex tubing), for beer system, 16-lines, custom fabricated at factory, (must use Procon style power pak), for second trunk housing, specify number of feet, each	\$26.19	\$2,095.20
	2 ea	C23045 Trunk Housing Branch - within 5 Ft of Dispensing Head	\$53.75	\$107.50
	2 ea	C15312 60 yd. roll - 1/2" filament tape	\$9.53	\$19.06
	2 ea	C15311 36 yd. roll - 2" clear polytape	\$17.98	\$35.96
	2 ea	C15698 36 yd. roll - 2" black polytape	\$20.52	\$41.04
	2 rl	C14230B1 Braided tubing 3/8" - 100 ft. roll	\$45.64	\$91.28
	1 ea	4414-2 Power Pak, air cooled, 17-1/4" W x 24-1/4" L x 25-1/2" H, dual	\$2,755.05	\$2,755.05
		pump, constant pressure expansion valve, adjustable electronic temperature control with digital readout, 3/4 H.P., 120v/60/1-ph, 25.2 amps		
	1 ea	4431 115v pump kit for 4414	\$291.63	\$291.63
	1 ea	CM3210 Chiller bracket	\$112.78	\$112.78
	8 ea	63299-1 Glycol premix food grade - 1 gallon	\$15.24	\$121.92
	2 ea	63335 Coolant Connector kit (first foot) - Glycol Bath to Trunk Housing	\$57.71	\$115.42
		63335-1 Coolant Connector kit (each additional foot) - Glycol Bath to	\$5.28	\$105.60
		Trunk Housing		
	1 ea	61468 Overflow bottle kit	\$11.23	\$11.23
	1 ea	C22296A-20 Cord kit (20 Amp. Max) - for 4404, 4410 and 4414 single pump	\$13.11	\$13.11
Ouaker (Stook & !	Lube - League City Salt & Penner Restaurants		Initial:

Salt & Pepper Restaurants

Quaker Steak & Lube - League City

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Date 1/29/2014

				1/23/2014
Item	Qty	Description	Sell	Sell Total
	1 ea	#730 Two year extended parts & labor warranty (net)		
	2 ea	57651ATP One Product Tru Pour Fob	\$252.86	\$505.72
	10 ea	57653ATP Three Product Tru Pour Fob	\$711.45	\$7,114.50
	1 ea	668 McDantim Trumix CO2-Nitrogen Double Blender 60% CO2-40% N2, 25% CO2-75% N2	\$989.53	\$989.53
	8 ea	63178-4 Vent kit	\$25.26	\$202.08
	1 ea	43833 High Pressure Nitrogen Drum Regulator	\$74.37	\$74.37
	1 ea	40091AHP High Pressure Step Down Regulator - Bulk CO2	\$94.26	\$94.26
			ITEM TOTAL:	\$23,695.92
142.0	1 ea	NITROGEN GENERATOR BY OTHERS Nitrogen Generator		
143.0	1 ea	SODA SYSTEM BY OTHERS Soda System		
144.0	1 ea	MOP SINK & FAUCET BY OTHERS Mop Sink & Faucet		
145.0	2 ea	CO2 / NITROGEN TANKS BY OTHERS CO2 / Nitrogen Tanks		
146.0	1 ea	RTI OIL RECOVERY SYSTEM BY OTHERS RTI Oil Recovery System		
147.0	1 lt	RUBBERMAID TRASH CONTAINER BY OTHERS Rubbermaid Trash Container		
148.0	16 ea	CORNER GUARDS N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Corner Guards - 2" x 2" x 102 high, Constructed of 18ga stainless steel, NSF.	\$40.00 of	\$640.00
149.0	6 ea	WALL CAPS N. Wasserstrom & Sons Model No. CUSTOM Custom Fabricated Telescoping Wall Caps - 2" x 6" x 102" high, Constructed of 18ga stainless steel, NSF.	\$90.00	\$540.00

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	•	N. Wasserstrom & Sons Group	_	Date
				1/29/2014
Item	Qty	Description	Sell	Sell Total
150.0	1 ea	WAIT STATION CABINET - RIGHT HAND N. Wasserstrom & Sons Model No. CUSTOM Custom Wait Station Cabinet Laminate top with 5" back and side splashes, black liner, 3/4" wood construction, laminate finish, adjustable midshelf,laminated kick plate, s/s trash chute- OVERALL SIZE 24X48	\$810.00	\$810.00
150.1	2 ea	WAIT STATION CABINET - LEFT HAND N. Wasserstrom & Sons Model No. CUSTOM Custom Wait Station Cabinet Laminate top with 5" back and side splashes, black liner, 3/4" wood construction, laminate finish, adjustable midshelf,laminated kick plate, s/s trash chute- OVERALL SIZE 24X48	\$810.00	\$1,620.00
151.0	7 ea	TOWEL WARMER BY OTHERS Towel Warmer		
152.0	1 ea	WAIT STATION CABINET N. Wasserstrom & Sons Model No. CUSTOM Custom Wait Station Cabinet Laminate top with 5" back and side splashes, black liner, 3/4" wood construction, laminate finish, adjustable midshelf,laminated kick plate - OVERALL SIZE 24X24	\$400.00	\$400.00
153.0	1 ea	DISPLAY COUNTER BY OTHERS Display Counter		
154.0	1 ea	TOOLBOX MOBILE POS STATION BY OTHERS Toolbox Mobile POS Station		
200.0	1 ea	BRICKYARD BAR TOP BY OTHERS Brickyard Bar Top		
201.0	1 ea	BRICKYARD BAR DIE WALL BY OTHERS Brickyard Bar Die Wall		
202.0	1 ea	HANDLEBAR BAR TOP		

Initial: _____

BY OTHERS

Handlebar Bar Top

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	Out	N. Wasserstrom & Sons Group	uge 100 or 140	Date
				1/29/2014
Item	Qty	Description	Sell	Sell Total
203.0	1 ea	HANDLEBAR BAR DIE WALL		
		BY OTHERS		
		Handlebar Bar Die Wall		
204.0	2 ea	GLASSWASHER		
		BY OTHERS		
		Glasswasher		
205.0	12 ea	UNDERBAR SHELVING POST	\$4.44	\$53.28
- 1		Focus Foodservice Model No. FG033G	•	
		Post, 33"H, stationary, green epoxy coated with SaniGard™		
205.1	2 ea	UNDERBAR SHELVING	\$20.22	\$40.44
		Focus Foodservice Model No. FF2142G		
		Shelf, Wire, 21"W x 42"L, green epoxy coated finish		
1 1	1.1			
205.2	2	LINDERDAR CUELVING	444.57	620.44
205.2	2 ea	UNDERBAR SHELVING	\$14.57	\$29.14
1-1-	1.1	Focus Foodservice Model No. FF1824G		
		Shelf, Wire, 18"W x 24"L, green epoxy coated finish		
205.3	2 ea	UNDERBAR SHELVING	\$20.22	\$40.44
		Focus Foodservice Model No. FF2148G	¥=3:==	7 15111
		Shelf, Wire, 21"W x 48"L, green epoxy coated finish		
		, , , , , , , , , , , , , , , , , , , ,		
206.0	1 ea	HAND SINK	\$421.15	\$421.15
		Perlick Corporation Model No. TS12HS		
		TS Series Underbar Hand Sink Unit, 12", (1) 10" X 14" sink		
		compartment, no drainboards, 18-9/16" front to back w/6" splash, s/s construction		
	1 ea	4" Backsplash in lieu of std. 6" splash		
	1 ea	924GN-LF Lead Free Faucet w/goose neck spout, wall mounted	\$148.02	\$148.02
	_	· · · · · · · · · · · · · · · · · · ·		

Initial: _____

\$46.69

\$615.86

\$46.69

ITEM TOTAL:

1 ea 7055-48 Wet Waste Box, perforated, 1/2 size stainless steel pan with

1/8 diameter holes in bottom and 1/4" diameter holes on two sides

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			-	1/29/2014
Item	Qty	Description	Sell	Sell Total
207.0	2 ea	HAND SINK	\$545.37	\$1,090.74
Q.		Perlick Corporation Model No. TS12HSN		
		TS Series Underbar Hand Sink, 12", 10" x 14" x 9-1/4" sink, soap &		
MI		towel dispenser, 18-5/8" front-to-back w/6" backsplash, s/s top, s/s to	ont	
	2 00	end and legs	ć140.03	¢20C 04
	2 6 4	924GN-LF Lead Free Faucet w/goose neck spout, wall mounted	\$148.02	\$296.04
			ITEM TOTAL:	\$1,386.78
208.0	2 ea	UNDERBAR BLENDER STATION	\$499.12	\$998.24
		Perlick Corporation Model No. ES18		
Jed		Blender Equipment Stand, 18"wide, 26-3/4" deep, with flat workto	р	
209.0	1 ea	FROZEN DRINK MACHINE		
		BY OTHERS		
		Frozen Drink Machine		
210.0	3 ea	UNDERBAR	\$400.00	\$1,200.00
		N. Wasserstrom & Sons Model No. CUSTOM	·	. ,
		20" Underbar dry storage / POS		
212/215	1 ea	UNDERBAR, INSULATED STORAGE CHEST	\$368.28	\$368.28
		Perlick Corporation Model No. TS12U2		
		TS Series Storage Chest, 12", insulated, with six bottle wells, open		
		chest, stainless steel		
	1 ea	TS18 TS Series Underbar Drainboard, 18", embossed s/s top, 18-9/	16" \$304.84	\$304.84
		deep w/6" back splash, s/s front, ends and legs		
	1 ea	4" Backsplash in lieu of std. 6" splash		
	1 ea	4" Backsplash in lieu of std. 6" splash		
	1 ea	Dual Bottle Rail, 30", factory installed	\$135.24	\$135.24
		• • •	•	•

Initial: _____

\$808.36

ITEM TOTAL:

Date

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				1/29/2014
Item	Qty	Description	Sell	Sell Total
213.0	3 ea	GLASS CHILLER	\$1,823.34	\$5,470.02
		Perlick Corporation Model No. FR48		
_		Glass Froster, 4 ft., underbar, self-contained refrigeration system, top		
gin .		opening with sliding doors, black vinyl clad exterior, s/s interior, top &	k .	
		doors, push button defrost, 115v/60/1-ph, 1/3 HP, 6.2 amps, cord & plug, NSF, UL, CUL		
	3 ea	120v/60/1-ph		
	3 ea	5 Yr. Compressor warranty		
	3 ea	Black Cabinet Finish		
	3 ea	Flat Shelving (2 Layers)	\$70.48	\$211.44
	3 ea	SR-S48RC Single Bottle Rail, 48", field installed	\$100.88	\$302.64
	3 st	57786 Set of casters (3-3/4"), for 2', 3', 4' & 5' models	\$39.21	\$117.63
			TEM TOTAL:	\$6,101.73
214.0	3 ea	BOTTLE COOLER	\$1,609.68	\$4,829.04
	_	Perlick Corporation Model No. BC60		
		Flat Top Bottle Cooler, 60"W x 24"D, self-contained refrigeration		
Ш		system, deep well design, (2) sliding doors, (21) case 12 oz long neck		
		bottle capacity., black exterior, stainless steel interior, top & doors, condensate evaporator, 1/3 HP, 7.0 amps, cord & plug, NSF, UL		
	3 ea	120v/60/1-ph		
		5 Yr. Compressor warranty		
	3 ea	Black Cabinet Finish		
	3 ea	No Lock (Standard, nc)		
	3 ea	Standard Refrigerator Thermostat		
	3 ea	3 Bin Dividers with supporting brackets	\$30.40	\$91.20
	3 ea	SR-S60RC Single Bottle Rail, 60", field installed	\$113.65	\$340.95
	3 st	57786 Set of casters (3-3/4"), for 2', 3', 4' & 5' models	\$39.21	\$117.63

Initial: _____

\$5,378.82

ITEM TOTAL:

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		wasserstrom & sons Group		
				1/29/2014
Item	Qty	Description	Sell	Sell Total
217.0	1 ea	Perlick Corporation Model No. TS24IC10 TS Series Ice Chest, 24", with 10 circuit cold plate, with ABS top ledge modular, 24" wide x 18-9/16" deep, 6" splash, approximately 50-lb. i capacity, stainless steel front & sides, 1-5/8" s/s legs with 1" adjustal	ice	\$1,004.40
	1 ea	thermoplastic feet TS12U2 TS Series Storage Chest, 12", insulated, with six bottle wells, open chest, stainless steel	\$368.28	\$368.28
	1 ea	4" Backsplash in lieu of std. 6" splash		
	1 ea	4" Backsplash in lieu of std. 6" splash		
	1 ea	ICC24 Front and Back covers, for 24" ice chests	\$52.86	\$52.86
	1 ea	Single Bottle Rail, 36", factory installed	\$85.02	\$85.02
	1 ea	7055-265A Back splash cutout for soda lines	\$66.96	\$66.96
			ITEM TOTAL:	\$1,577.52
218.0	1 ea	PASS-THRU ICE BIN Perlick Corporation Model No. SS24IC10 SS Series Pass-thru Ice Chest, 10 circuit cold plate, 24" long, service station, 114 lb. ice capacity	\$1,362.10	\$1,362.10
	1 ea	ICC-SS24 Front and Back Covers, for 24" ice chests	\$77.54	\$77.54
	1 ea	Dual Bottle Rail, 24", factory installed	\$122.02	\$122.02
			ITEM TOTAL:	\$1,561.66
219.0	1 ea	BAR TAPS Perlick Corporation Included in Item #141 - Beer System		
219.0	2 ea	WATER SPRITZER Micro Matic USA Model No. GR-UCM Included in Item #220 - Custom Drainer		
220.0	2 ea	CUSTOM DRAINER Perlick Custom Model No. CM9278 Custom Drainer including Micro-Matic water spritzer GR-UCM	\$1,175.79	\$2,351.58
222.0	1 ea	BAR TOP PREP TABLE N. Wasserstrom & Sons Model No. CUSTOM Custom Bar Top Prep Table with overshelf and glass rack slides	\$1,606.00	\$1,606.00

Initial: _____

Date

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	Cas	N. Wasserstrom & Sons Group	Paye 143 01 145	Date
				1/29/2014
Item	Qty	Description	Sell	Sell Total
224.0	3 ea	UNDERBAR BOTTLE STEP DISPLAY UNIT	\$335.68	\$1,007.04
		Perlick Corporation Model No. TS18LS		
		TS Series Liquor Display Unit, modular, 18" wide, 24" front-to-back,		
		with 3-7/8" deep steps, stainless steel construction		
	3 ea	4" Backsplash in lieu of std. 6" splash		
	3 ea	BG18 Bottle Guardrail Set, for TS18LS	\$47.14	\$141.42
			ITEM TOTAL:	\$1,148.46
226.0	1 ea	CORNER DRAINBOARD	\$395.00	\$395.00
		N. Wasserstrom & Sons Model No. CUSTOM		
		Custom Fabricated 90 Degree Corner Drainboard - 21.5" x 36" x 36.5'	'h	
		Constructed of 18ga Stainless Steel with 16ga s/s top, NSF.		
227.0	1 ea	UNDERBAR DRAINBOARD UNIT	\$331.72	\$331.72
		Perlick Corporation Model No. TS24		
		TS Series Underbar Drainboard, 24", embossed s/s top, 18-9/16" dee	р	
		w/6" back splash, s/s front, ends and legs		
	1 ea	4" Backsplash in lieu of std. 6" splash		
228.0	1 ea	FIXED OVER SHELF	\$493.83	\$493.83
		Perlick Custom Model No. PTS55.75-3		
228.0	1 ea	UNDERBAR SINK	\$453.75	\$453.75
		Perlick Corporation Model No. TSS12HS		
		TSS Series Underbar Sink Unit, 12", island type, (1) sink compartment		
		no drainboards, stainless steel construction		
	1 ea	CM4734-IC48 Skirting, stainless steel, for pass thru cocktail station	\$167.40	\$167.40
	1 ea	PTS54-4 CUSTOM - Adjustable Overshelf, 54" x 15" w/removable glas	s \$834.80	\$834.80
		racks & mounting brackets. INCLUDES SLIDING GLASS RACKS		
		MOUNTED ON BOTTOM OF THIS SHELF		
	1 ea	NOTE: Deck must be selected to mount faucet (faucet is not included)	
			ITEM TOTAL:	\$1,455.95
228.1	1 ea	SPEED RAIL	\$135.24	\$135.24

Perlick Corporation Model No. SR-D30R Dual Bottle Rail, 30", field installed

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			-	1/29/2014
Item	Qty	Description	Sell	Sell Total
228.1	1 ea	ADDITIONAL ADJUSTABLE OVERSHELF Perlick Custom Model No. PTS54-DRC-CUST Additional Adjustable Overshelf, 54" x 15" with removable perforate glass mats & brackets - INCLUDES SLIDING GLASS RACKS MOUNTED ON BOTTOM OF THIS SHELF	\$834.80 d	\$834.80
228.2	1 ea	SPEED RAIL Perlick Corporation Model No. SR-D18R Dual Bottle Rail, 18", field installed	\$111.01	\$111.01
228.2	1 ea	PASS THRU SKIRTING Perlick Custom Model No. SKIRTING Stainless Steel Skirting for the Service Side of the Pass Thru Station	\$167.40	\$167.40
228.4	1 ea	PASS-THRU ICE BIN Perlick Corporation Model No. SS24IC10 SS Series Pass-thru Ice Chest, 10 circuit cold plate, 24" long, service station, 114 lb. ice capacity	\$1,362.10	\$1,362.10
	1 ea	ICC-SS24 Front and Back Covers, for 24" ice chests	\$77.54 ITEM TOTAL :	\$77.54 \$1,439.64
228.5	1 ea	UNDERBAR, INSULATED STORAGE CHEST Perlick Corporation Model No. TSS12U2 TSS Series Storage Chest, 12", with 6 bottle wells, insulated, island type, stainless steel	\$361.67	\$361.67
228.6	1 ea	SPEED RAIL Perlick Corporation Model No. SR-D36R Dual Bottle Rail, 36", field installed	\$147.14	\$147.14
228.7	2 ea	UNDERBAR DRAINBOARD UNIT Perlick Corporation Model No. TSS12 TSS Series Underbar Drainboard, 12", island type, embossed s/s top, 18-5/8" deep, s/s front, ends and legs, TS series	\$275.33	\$550.66
228.8	1 ea	Perlick Corporation Model No. PTS-EPS	\$629.96	\$629.96

Initial: _____

Date

End Panels. 7/8" x 32" x45" high, stainless steel

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	Cas	N. Wasserstrom & Sons Group	age 145 or 149 —	Date
Item	Qty	Description	Sell	1/29/2014 Sell Total
324.0	26 ea	·	\$93.79	\$2,438.54
		Grosfillex Model No. 99841058	,	, ,
		Exterior Table Top, 32" square, with umbrella hole, molded melamine,		
1.73		Catalan		
325.0	26 ea	OUTDOOR DINING HEIGHT BASE	\$72.47	\$1,884.22
-		Grosfillex Model No. US624278		
Ţ		Pedestal Base 2000, resin, Amazon green		
326.0	2 ea	42" ROUND OUTDOOR TABLE TOP	\$106.58	\$213.16
320.0	2 00	Grosfillex Model No. 99881058	Ţ100.50	γ213.10
		42" Round Table Top - Catalan		
327.0	2 ea	DINING HEIGHT TABLE BASE	\$66.51	\$133.02
- 1	2	Grosfillex Model No. US850078		
K		Y-leg Pedestal Base, Amazon green		
328.0	289 ea	MIAMI BISTRO SIDECHAIR	\$17.91	\$5,175.99
		Grosfillex Model No. US495578		
H		Miami Bistro Sidechair, UV resistant resin, Amazon green		
329.0	103 ea	QSL BAR STOOLS W/ BACKS	\$193.68	\$19,949.04
		Gasser Chair Model No. QSLW1 CRTD	·	, ,
		PER QSL SPECS:		
		with License Plate Back, Carbon base and footrest finish		
331.0	6 ea	EMMA NESTING CHAIR, BLACK WRINKLE METAL FINISH, HU	\$128.42	\$770.52

Initial: ____

Grand Rapids Chair Model No. N901

webbed seat.

Emma nesting chair, black matte metal finish, Hunter Green vinyl,

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Date 1/29/2014

				1/29/2014
Item	Qty	Description	Sell	Sell Total
331.0	6 ea	NESTING CHAIR Gasser Chair Model No. QSLC1 QSL-C1 Big Boy Chair Nesting Chair Welded Steel Frame Butyrate Glides UPH: Hunter Green Vinyl PVC Protective Seat Welt	\$100.00	<alternate></alternate>
		ITEM TOTAL: <	<alternate></alternate>	\$600.00
400.0	1 ea	INBOUND FREIGHT - KITCHEN EQUIPMENT N. Wasserstrom & Sons Model No. IFRT&HANDLING Inbound freight from the mfg. to the Wasserstrom warehouse.	\$2,076.98	\$2,076.98
401.0	1 ea	OUTBOUND FREIGHT - HOOD PACKAGE N. Wasserstrom & Sons Model No. OFRT&HANDLING Direct Ship Freight for hood system	\$1,491.54	\$1,491.54
402.0	1 ea	OUTBOUND FREIGHT - WALK-INS Zink Model No. OFRT&HANDLINGB Direct Ship Freight for the Walk-In package	\$1,927.26	\$1,927.26
404.0	1 ea	OUTBOUND FREIGHT - KITCHEN EQUIPMENT N. Wasserstrom & Sons Model No. OFRT&HANDLING Outbound Freight & Handling - 2 truckloads from N. Wasserstrom & Sons to League City, TX	\$7,871.00	\$7,871.00
405.0	1 ea	INSTALLATION - ANSUL SYSTEM Captive-Aire Model No. INSTALLATIONB Fire system hookup	\$5,800.00	\$5,800.00
406.0	1 ea	INSTALLATION - KITCHEN EQUIPMENT N. Wasserstrom & Sons Model No. INSTALLATION Non-Union Labor unless otherwise specified in this document. Installation of equipment does not include installation of hoods/ductwork, refrigeration/erection of walk ins, stainless steel paneling, final plumbing or electrical connections, off premise trash removal or seating installation. This price is for one installer for 8 days with labor. 1 Day Return Trip for Punch Items and NWS Project Management Site Visit is Included.	\$11,864.50	\$11,864.50

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		N. Wasserstrom & Sons Group	-	Date
Item	Qty	Description	Sell	1/29/2014 Sell Total
		·		
407.0	1 ea	INSTALLATION - PANELS	\$8,044.44	\$8,044.44
		Zink Model No. INSTALLATIONB		
		Assemble One 60'-5.5"x8'-8.5"x8'-6.25" Walk-In Combo		
		Trim, Plug, And Caulk		
		Hang Evaporator Coils		
		Set Condensing Units Crane Charge		
		Roof Cap		
	4		40.400.00	40.400.00
408.0	1 ea	INSTALLATION - REFRIGERATION	\$8,122.22	\$8,122.22
		Zink Model No. INSTALLATIONB		
		Run And Supply Copper Refrigeration Line Sets (4 Total 40' Each I	Max)	
		Systems Are PC And Charged At Factory		
		Refrigeration Permits		
		Start-Up		
		***Note Electrical And Metal Roof Curbs Not Included		
		***Note Weekend, Union And Night Labor Not Included		
		***Note Exterior Roof And Wall Penetrations Not Included. Pitch		
		Pockets By Others		
408.0	1 ea	INSTALLATION - DRAIN LINES	\$1,550.00	<optional></optional>
		Zink Model No. INSTALLATIONB		
		Install And Supply Copper Drain Lines With Heat Tape On Freezer	•	
409.0	1 ea	INSTALLATION - ICE MACHINE	\$2,105.56	\$2,105.56
		Zink Model No. INSTALLATIONB		
		Ice Machine Install		
		Set Condensing Units (2 Total)		
		Run And Connect Pre-Charged Refrigeraton Line Sets (2 Total 50'	Max	
		Each)		
		Start-Up		
		***Note Setting Head And Bin By Others		
		***Note Electrical And Water Line Not Included		
410.0	1 ea	INSTALLATION - BEER SYSTEM	\$5,888.89	\$5,888.89
		Perlick Corporation Model No. INSTALLATIONB	. ,	
		Installation of Beer System		
450.0	1 ea	TAX REFUND	(\$450.00)	(\$450.00)
.50.0		N. Wasserstrom & Sons Model No. DISCOUNT	(φ.130100)	(φ.ισσίσση
		Approximate Refund for tax charged on Freight and Installation of	of tax	
		exempt items - this will need to be processed as a credit afterwar		
				4.0
			erchandise	\$401,608.96
		Ta	x (8%)	\$26,524.95

Total

\$428,133.91

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N. Wasserstrom & Sons Group

Date

1/29/2014

The prices on this quote will be held for 90 days from date of quotation provided delivery is within that

period and your order is received within 30 days from the date of quotation. Compliance to local health, plumbing, electrical and ventilation codes are the responsibly of the buyer, any

changes to equipment quoted required by local codes are therefore subject to price adjustments.

All prices are based on payment by cash, check or wire.

Acceptance:	Date:	
Printed Name:		

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 69512304 Status as of 10/24/2022 4:14 PM CST

Associated Case Party: Salt & Pepper Restaurants, Inc.

Name	BarNumber	Email	TimestampSubmitted	Status
Preston TKamin		pkamin@grayreed.com	10/24/2022 3:36:40 PM	SENT
Tyler J.McGuire		tmcguire@grayreed.com	10/24/2022 3:36:40 PM	SENT
Justin R.Cowan		jcowan@grayreed.com	10/24/2022 3:36:40 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Jackie Kish		jkish@grayreed.com	10/24/2022 3:36:40 PM	SENT

Associated Case Party: Tight Ends Sports Bar & Grill, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
John Henry		jhenry@jhenrylaw.com	10/24/2022 3:36:40 PM	SENT